

**COUNTY CONTRACT NUMBER 553246**  
**AGREEMENT WITH QUARTIC SOLUTIONS LLC**  
**FOR AS-NEEDED GEOGRAPHIC INFORMATION SYSTEM (GIS) ANALYSIS AND SPATIAL**  
**TECHNOLOGY SUPPORT SERVICES**

This Agreement ("Agreement") is made and entered into on the date shown on the signature page ("Effective Date") by and between the County of San Diego, a political subdivision of the State of California ("County") and Contractor *Quartic Solutions LLC, located at 841 Turquoise St. #F-402, San Diego, CA 92109* ("Contractor"), with reference to the following facts:

**RECITALS**

- A. Pursuant to Administrative Code section 401, the County's Director of the Department of Purchasing and Contracting is authorized to award this Contract for **As-Needed Geographic Information System (GIS) Analysis and Spatial Technology Support Services**.
- B. Contractor is specially trained and possesses certain skills, experience, education and competency to perform these services.
- C. The Chief Administrative Officer made a determination that Contractor can perform the services more economically and efficiently than the County, pursuant to Section 703.10 of the County Charter.
- D. The Agreement shall consist of this document, Exhibit A Statement of Work, Exhibit A-1 Contractor's Proposal Dated 1/21/16, Exhibit B Insurance Requirements and Exhibit C, Pricing/Payment Schedule. In the event that any provision of the Agreement or its Exhibits, A, A-1, B or C, conflicts with any other term or condition, precedence shall be: First (1st) the Agreement; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C; and fifth (5<sup>th</sup>) Exhibit A-1.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1**  
**PERFORMANCE OF WORK**

- 1.1 Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
- 1.2 Contractor's Representative. The person identified on the signature page ("Contractor's Representative") shall ensure that Contractor's duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor's Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor's Representative pursuant to this Agreement are unique: accordingly, Contractor's Representative shall not be changed during the Term of the Agreement without County's written consent. County reserves the right to terminate this Agreement pursuant to Clause 7.1 "Termination for Default", if Contractor's Representative should leave Contractor's employ, or if, in County's judgment, the work hereunder is not being performed by Contractor's Representative.
- 1.3 Contractor as Independent Contractor. Contractor is, for all purposes of this Agreement, an independent Contractor, and neither Contractor nor Contractor's employees or subcontractors shall be deemed to be employees of the County. Contractor shall perform its obligations under this Agreement according to the Contractor's own means and methods of work which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. Neither Contractor nor Contractor's employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave.
- 1.4 Contractor's Agents and Employees or Subcontractors. Contractor shall obtain, at Contractor's expense, all agents, employees and subcontractors required for Contractor to perform its duties under this Agreement, and all such services shall be performed by Contractor's Representative, or under Contractor's Representatives' supervision, by persons authorized by law to perform such services. Retention by Contractor of any agent, employee or subcontractor shall be at Contractor's sole cost and expense, and County shall have no obligation to pay Contractor's agents, employees or subcontractors; to support any such person's or entity's claim against the Contractor; or to defend Contractor against any such claim.

Any subcontract or consultant agreement, which is in excess of fifty thousand dollars (\$50,000) or twenty five percent (25%) of the value of the contract, whichever is less, or a combination of subcontracts or consultant agreements to the same individual or firm for the Agreement period, or any subcontract or consultant agreement for professional medical or mental

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health services, regardless of value, must have prior concurrence of the Contracting Officer's Representative ("COR"). Contractor shall provide Contracting Officer Representative with copies of all other subcontracts relating to this Agreement entered into by Contractor within 30 days after the effective date of the subcontract. Such subcontractors of Contractor shall be notified of Contractor's relationship to County. "Subcontractor" means any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.

- 1.4.1 Contractor Responsibility. In the event any subcontractor is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and insuring the availability and retention of records of subcontractors in accordance with this Agreement. No subcontract utilizing funds from this Agreement shall be entered into which has a term extending beyond the ending date of this Agreement.
- 1.4.2 Mandated Clause. All subcontracts shall include the Standard Terms and Conditions required of Contractor Articles 3, 7, 8, 9, 10, 11, 12, 13, 14 and 16 herein.
- 1.4.3 County Approval. As identified above, all subcontracts under this Agreement shall have prior written approval of the Contracting Officer Representative.

**ARTICLE 2**  
**SCOPE OF WORK**

- 2.1 Statement of Work. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit "A" to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- 2.2 Right To Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.
- 2.3 Responsibility For Equipment. For cost reimbursement Agreements, County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.
  - 2.3.1 Contractor shall repair or replace, at Contractor's expense all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.
- 2.4 Non-Expendable Property Acquisition. County retains title to all non-expendable property provided to contractor by county, or which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase Agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of \$5,000 or more and a normal life expectancy of more than one year without the prior written approval of Contracting Officer Representative. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition. Inventory records on non-expendable equipment shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition. Non-expendable property that has value at the end of a contract (e.g. has not been depreciated so that its value is zero), and which the County may retain title under this paragraph, shall be disposed of at the end of the Agreement as follows: At County's option, it may: 1) have Contractor deliver to another County contractor or have another County contractor pick up the non-expendable property; 2) allow the contractor to retain the non-expendable property provided that the contractor submits to the County a written statement in the format directed by the County of how the non-expendable property will be used for the public good; or 3) direct the Contractor to return to the County the non-expendable property.

**ARTICLE 3**  
**DISENTANGLEMENT**

3.1 General Obligations

At County's discretion, Contractor shall accomplish a complete transition of the services as set forth in Exhibit A to this Agreement (for purposes of this Article 3.1, these shall be referred to as the "Disentangled Services") being terminated

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from Contractor and the Subcontractors to County, or to any replacement provider designated by County, without any interruption of or adverse impact on the Disentangled Services or any other services provided by third parties. This process shall be referred to as the Disentanglement. Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including, but not limited to providing to County or any new service provider all requested information or documentation, required to assist County in effecting a complete Disentanglement. Contractor shall provide all information or documentation regarding the Disentangled Services or as otherwise needed for Disentanglement, including, but not limited to, data conversion, client files, interface specifications, training staff assuming responsibility, and related professional services. Contractor shall provide for the prompt and orderly conclusion of all work required under the Agreement, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee of the Disentangled Services. All Contractor work done as part of the Disentanglement shall be performed by Contractor and will be reimbursed by the County at no more than Contractor's costs, up to the total amount of this Agreement. Contractor shall not receive any additional or different compensation for the work otherwise required by the Agreement. Contractor's obligation to provide the Services shall not cease until the earlier of the following: 1) The Disentanglement is satisfactory to County, including the performance by Contractor of all asset-transfers and other obligations of Contractor provided in this Paragraph, has been completed to the County's reasonable satisfaction or 2) twelve (12) months after the Expiration Date of the Agreement.

**3.2 Disentanglement Process**

The Disentanglement process shall begin on any of the following dates: (i) the date County notifies Contractor that no funds or insufficient funds have been appropriated so that the Term shall be terminated pursuant to the Agreement, Article 7; (ii) the date designated by County not earlier than sixty (60) days prior to the end of any initial or extended term that County has not elected to extend pursuant to the Agreement's, Signature Page, Contract Term; or (iii) the date any Termination Notice is delivered, if County elects to terminate any or all of the Services pursuant to the Agreement, Article 7. Subject to Exhibit A Contractor's obligation to perform Disentangled Services, and County's obligation to pay for Disentangled Services, shall expire: (A) when funds appropriated for payment under this Agreement are exhausted, as provided in this Agreement, Article 7; (B) at the end of the initial or extended term set forth in this Agreement's, Signature Page, Contract Term; or (C) on the Termination Date, pursuant to this Agreement, Article 7 (with the applicable date on which Contractor's obligation to perform the Services expires being referred to herein as the "Expiration Date"). Contractor and County shall discuss in good faith a plan for determining the nature and extent of Contractor's Disentanglement obligations and for the transfer of the Disentangled Services in process provided, however, that Contractor's obligation under this Agreement to provide all Disentangled Services shall not be lessened in any respect.

**3.3 Specific Obligations**

The Disentanglement shall include the performance of the following specific obligations:

**3.3.1 No Interruption or Adverse Impact**

Contractor shall cooperate with County and all of the County's other service providers to ensure a smooth transition at the time of Disentanglement, with no interruption of Disentangled Services or other work required under the Agreement, no adverse impact on the provision of Disentangled Services or other work required under the Agreement or County's activities, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties.

**3.3.2 Third-Party Authorizations**

Without limiting the obligations of Contractor pursuant to any other clause in Exhibit A herein, Contractor shall, subject to the terms of any third-party contracts, procure at no charge to County any third-party authorizations necessary to grant County the use and benefit of any third-party contracts between Contractor and third-party contractors used to provide the Disentangled Services, pending their assignment to County. Similarly, at County's direction, Contractor shall obtain all legally necessary client consents or authorizations legally necessary to transfer client data to County or any new service provider.

**3.3.3 Return, Transfer and Removal of Assets**

3.3.3.1 Contractor shall return to County all County assets in Contractor's possession, pursuant to Paragraph 2.4 of the Agreement.

3.3.3.2 County shall be entitled to purchase at net book value those Contractor assets used for the provision of Disentangled Services to or for County, other than those assets expressly identified by the Parties as not being subject to this provision. Contractor shall promptly remove from County's premises, or the site of

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the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

**3.3.4 Transfer of Leases, Licenses, and Contracts**

Contractor, at its expense, shall convey or assign to County or its designee such fully-paid leases, licenses, and other contracts used by Contractor, County, or any other Person in connection with the Disentangled Services, as County may select, when such leases, licenses, and other contracts have no other use by Contractor. Contractor's obligation described herein, shall include Contractor's performance of all obligations under such leases, licenses, and other contracts to be performed by it with respect to periods prior to the date of conveyance or assignment and Contractor shall reimburse County for any losses resulting from any claim that Contractor did not perform any such obligations.

**3.3.5 Delivery of Documentation**

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, the County Data and client files, held by Contractor, and Contractor shall destroy all copies thereof not turned over to County, all at no charge to County. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data, excluding County Data, for archival purposes or warranty support.

**3.4 Findings Confidential.** Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

**3.5 Publication, Reproduction or Use of Materials.** No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

**ARTICLE 4**  
**COMPENSATION**

The Payment Schedule, and/or budget are in Exhibit C and the compensation is on the Signature page. County will pay Contractor the agreed upon price(s), pursuant to Exhibit C for the work specified in Exhibit A, Statement of Work. The County is precluded from making payments prior to receipt of services (advance payments). Contractor shall provide and maintain an accounting and financial support system to monitor and control costs to assure the Agreements completion. Invoices are subject to the requirements below.

**4.1 Fiscal for Fixed Pricing. (Rev. 7/31/08)**

**4.1.1 General Principles.** Contractor shall comply with generally accepted accounting principles and good business practices, including all applicable cost principles published by the Federal Office of Management and Budget, which can be viewed at <http://www.whitehouse.gov/omb/circulars>. Contractor shall comply with all Federal, State and other funding source requirements. Contractor shall, at its own expense, furnish all cost items associated with this Agreement except as herein otherwise specified in the budget or elsewhere to be furnished by County.

**4.1.2 Invoices.** Payment for the services performed under this Agreement shall be in accordance with Exhibit C, unless other payment methodologies are negotiated and agreed to by both Contractor and County. Contractor shall submit approved invoices monthly to the Contracting Officer's Representative ("COR") for work performed in the monthly period, accordingly. Contractor's monthly invoices shall be completed and submitted in accordance with written COR instructions and shall include a statement certifying whether it is in compliance with Paragraph 8.15 of this Agreement

**4.1.3 Payments.** County agrees to pay Contractor in arrears only after receipt and approval by COR of a properly submitted, detailed and itemized original invoice referencing the Agreement number and the information specified in Exhibits A and C. Each invoice, or portion thereof, so approved and paid shall constitute full and complete compensation to Contractor for the work completed during the billing period pursuant to Exhibit A and Exhibit C. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.

**4.1.4 Full Compensation.** Pending any adjustments by the COR, each invoice approved and paid shall constitute full and complete compensation to the Contractor for all work completed during the billing period pursuant to Exhibit A and Exhibit C. Contractor shall be entitled only to compensation, benefits, reimbursements or ancillary services

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specified in this Agreement. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.

**4.1.5 Prompt Payment for Vendors and Subcontractors**

**4.1.5.1 Prompt payment for vendors and subcontractors.**

4.1.5.1.1. Unless otherwise set forth in this paragraph, Contractor shall promptly pay its vendors and subcontractor(s) for satisfactory performance under its subcontract(s) to this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County and shall be paid out of such amounts as are paid to Contractor under this Agreement.

4.1.5.1.2 Contractor shall include a payment clause conforming to the standards set forth in Paragraph 4.1.5.2.3 of this Agreement in each of its subcontracts, and shall require each of its subcontractors to include such a clause in their subcontracts with each lower-tier subcontractor or supplier.

4.1.5.2 If Contractor, after submitting a claim for payment to County but before making a payment to a vendor or subcontractor for the goods or performance covered by the claim, discovers that all or a portion of the payment otherwise due such vendor or subcontractor is subject to withholding from the vendor or subcontractor in accordance with the vendor or subcontract agreement, then the Contractor shall:

4.1.5.2.1 Furnish to the vendor or subcontractor and the COR within three (3) business days of withholding funds from its vendor or subcontractor a notice stating the amount to be withheld, the specific causes for the withholding under the terms of the subcontract or vendor agreement; and the remedial actions to be taken by the vendor or subcontractor in order to receive payment of the amounts withheld.

4.1.5.2.2 Contractor shall reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph 4.1.5.2.1 of this Agreement and Contractor may not claim from the County this amount until its subcontractor has cured the cause of Contractor withholding funds;

4.1.5.2.3 Upon the vendor's or subcontractor's cure of the cause of withholding funds, Contractor shall pay the vendor or subcontractor as soon as practicable, and in no circumstances later than ten (10) days after the Contractor claims and receives such funds from County.

4.1.5.3 Contractor shall not claim from County all of or that portion of a payment otherwise due to a vendor or subcontractor that Contractor is withholding from the vendor or subcontractor in accordance with the subcontract agreement where Contractor withholds the money before submitting a claim to County. Contractor shall provide its vendor or subcontractor and the COR with the notice set forth in Paragraph 4.1.5.2.1 of this Agreement and shall follow Paragraph 4.1.5.2.3 of this Agreement when vendor or subcontractor cures the cause of Contractor withholding its vendors or subcontractor's funds.

4.1.5.4 Overpayments. If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COR and request instructions for disposition of the overpayment.

**4.1.6 Conditions Prerequisite To Payments.** County may elect not to make a particular payment if any of the following exists:

4.1.6.1 Misrepresentation. Contractor, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to County.

4.1.6.2 Unauthorized Actions by Contractor. Contractor took any action pertaining to this Agreement, which required County approval, without having first received said County approval.

4.1.6.3 Default. Contractor was in default under any terms and conditions of this Agreement.

4.1.7 Withholding Of Payment. County may withhold payment until reports, data, audits or other information required for Agreement administration or to meet County or State reporting or auditing requirements are received and approved by COR or designee. The County may also withhold payment if, in the County's opinion, Contractor is in non-compliance with this Agreement.

4.1.8 Availability of Funding. The County's obligation for payment of any Agreement beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the

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County shall arise for payment beyond June 30 of the calendar year unless funds are designated by the County and are made available for such performance.

County shall, in its sole discretion, have the right to terminate or suspend Agreement or reduce compensation and service levels proportionately upon thirty (30) days' written notice to Contractor in the event that Federal, State or County funding for this Agreement ceases or is reduced prior to the ordinary expiration of the term of this Agreement. In the event of reduction of funding for the Agreement, County and Contractor shall meet within ten (10) days of written notice to renegotiate this Agreement based upon the modified level of funding. In this case if no agreement is reached between County and Contractor within 10 days of the first meeting, either party shall have the right to terminate this Agreement within ten (10) days written notice of termination.

In the event of termination of this Agreement in accordance with the terms of this Section, Contractor shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which County may be entitled, for damages or otherwise, under the terms of this Agreement. In the event of termination of this Agreement pursuant to this Section, in no event shall Contractor be entitled to any loss of profits on the portion of this Agreement so terminated, or to other compensation, benefits, reimbursements or ancillary services other than as herein expressly provided.

- 4.1.9 Disallowance. In the event the Contractor receives payment for services under this Agreement which is later disallowed by the County, Contractor shall promptly refund the disallowed amount to County on request, or at its option, County may offset the amount disallowed from any payment due or to become due to Contractor under any Agreement with the County.
- 4.1.10 Maximum Price. During the performance period of this Agreement, the maximum price for the same or similar items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.

**ARTICLE 5**  
**AGREEMENT ADMINISTRATION**

- 5.1 County's Agreement Administrator. The Director of Purchasing and Contracting is designated as the Contracting officer ("Contracting Officer") and is the only County official authorized to make any Changes to this Agreement. The County has designated the individual identified on the signature page as the Contracting Officer's Representative ("COR")
- 5.1.1 County's COR will chair Contractor progress meetings and will coordinate County's Agreement administrative functions. The COR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required. The COR is not authorized to change any terms and conditions of this Agreement. Only the Contracting Officer, by issuing a properly executed amendment to this Agreement, may make changes to the scope of work or total price.
- 5.1.2 Notwithstanding any provision of this Agreement to the contrary, County's COR may make Administrative Adjustments ("AA") to the Agreement, such as line item budget changes or adjustments to the service requirements, which do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement period or the total Agreement price. Each AA shall be in writing and signed by COR and Contractor. All inquiries about such AA will be referred directly to the COR.
- 5.2 Agreement Progress Meeting. The COR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance. At these meetings the COR will apprise the Contractor of how the County views the Contractor's performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

**ARTICLE 6**  
**CHANGES**

- 6.1 Contracting Officer. The Contracting Officer may at any time, by a written order, make changes ("Changes"), within the general scope of this Agreement, in the definition of services to be performed, and the time (i.e.) hours of the day, days of the week, etc. and place of performance thereof. If any such Change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Agreement, whether changed or not changed by such an order,

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an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Such changes may require Board of Supervisors approval.

- 6.2 Claims. Contractor must assert any claim for adjustment under this clause within thirty (30) days from the date of receipt by the Contractor of the notification of Change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Agreement. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Agreement entitled "Disputes" (Article 15). However, nothing in this clause shall excuse the Contractor from proceeding with this Agreement as changed.

**ARTICLE 7**  
**SUSPENSION, DELAY AND TERMINATION**

- 7.1 Termination For Default. Upon Contractor's breach of this Agreement, County shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, County will send Contractor written notice specifying the cause. The notice will give Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to County in curing the default, unless a different time is given in the notice. If County determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate this Agreement immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.

In the event of such termination, the County may purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price. Notwithstanding the above, Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Contractor, and County may withhold any reimbursement to Contractor for the purpose of off-setting until such time as the exact amount of damages due County from Contractor is determined.

If, after notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall, if this Agreement contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.

- 7.2 Damages For Delay. If Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall ensure its completion within the time specified in this Agreement, or any extension thereof, or fails to complete said work within such time, County will be entitled to the resulting damages caused by the delay. Damages will be the cost to County incurred as a result of continuing the current level and type of service over that cost that would be incurred had the Agreement segments been completed by the time frame stipulated and any other damages suffered by County.
- 7.3 County Exemption From Liability. In the event there is a reduction of funds made available by County to Contractor under this or subsequent Agreements, the County of San Diego and its Departments, officers and employees shall incur no liability to Contractor and shall be held harmless from any and all claims, demands, losses, damages, injuries, or liabilities arising directly or from such action.
- 7.4 Full Cost Recovery Of Investigation And Audit Costs. Contractor shall reimburse County of San Diego for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation (material breach) of the terms of the Agreement. Reimbursement for such costs shall be withheld from any amounts due to Contractor pursuant to the payment terms of the Agreement, or from any other amounts due to Contractor from County.
- 7.5 Termination For Convenience. The County may, by written notice stating the extent and effective date terminate this Agreement for convenience in whole or in part, at any time. The County shall pay the Contractor as full compensation for work performed in accordance with the terms of this Contract until such termination:
- 7.5.1 The unit or pro rata price for any delivered and accepted portion of the work.
- 7.5.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
- 7.5.3 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.

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- 7.5.4 County's termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Contractor for:
- 7.5.4.1 Improperly submitted claims, or
  - 7.5.4.2 Any failure to perform the work in accordance with the Statement of Work, or
  - 7.5.4.3 Any breach of any term or condition of the Agreement, or
  - 7.5.4.4 Any actions under any warranty, express or implied, or
  - 7.5.4.5 Any claim of professional negligence, or
  - 7.5.4.6 Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.
- 7.6 County reserves the right to terminate and/or prohibit, without prior notice, contractor and contractor's employees, subcontractors, or consultants from accessing County data systems, County owned software applications, including websites, domain names, platforms, physical files, and/or treating patients/clients.
- 7.7 Suspension Of Work. The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.
- 7.8 Remedies Not Exclusive. The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

**ARTICLE 8**  
**COMPLIANCE WITH LAWS AND REGULATIONS**

- 8.1 Compliance with Laws and Regulations. Contractor shall at all times perform its obligations hereunder in compliance with all applicable Federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices and certificates as are required. Contractor shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health and sanitation.
- 8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
- 8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COR or from the County of San Diego Internet web-site ([www.co.san-diego.ca.us](http://www.co.san-diego.ca.us)).
- 8.5 Non Discrimination. Contractor shall ensure that services and facilities are provided without regard to ethnic group identification, race, color, nation origin, creed, religion, age, sex, or physical, mental disability, political affiliation and marital status in accordance with Title IX of the Education Amendments of 1972; Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000-d), the Age Discrimination of 1975 (42 U.S.C. 6101), Article 9.5, Chapter 1, Part 1, Division 2, Title 2 (Section 11135, et seq) of the California Government Code, Title 9, Chapter 4, Subchapter 6 (Section 10800, et seq.) of the CCR and California Dept of Social Services Manual of Policies and Procedures (CDSS MPP) Division 21.
- 8.6 AIDS Discrimination. Contractor shall not deny any person the full and equal enjoyment of, or impose less advantageous terms, or restrict the availability of, the use of any County facility or participation in any County funded or supported service or program on the grounds that such person has Acquired Immune Deficiency Syndrome, AIDS-related complex



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(ARC), or AIDS-related status (ARS), as those terms are defined in Chapter 1, Section 32.1203, San Diego County Code of Regulatory Ordinances.

- 8.7 American With Disabilities Act (ADA) 1990. Contractor shall not discriminate against qualified people with disabilities in employment, public services, transportation, public accommodations and telecommunications services in compliance with the Americans with Disabilities Act (ADA) and California Administrative Code Title 24.
- 8.8 Political Activities Prohibited. None of the funds, provided directly or indirectly, under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office. Contractor shall not utilize or allow its name to be utilized in any endorsement of any candidate for elected office. Neither the Agreement nor any funds provided thereunder shall be utilized in support of any partisan political activities, or activities for or against the election of a candidate for an elected office.
- 8.9 Lobbying. Contractor agrees to comply with the lobbying ordinances of the County and to assure that its officers and employees comply before any appearance before the County Board of Supervisors. Except as required by this Agreement, none of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat any legislation pending before State and Federal Legislatures, the Board of Supervisors of the County, or before any other local governmental entity. This provision shall not preclude Contractor from seeking necessary permits, licenses and the like necessary for it to comply with the terms of this Agreement.
- 8.10 Religious Activity Prohibited. There shall be no religious worship, instructions or proselytization as part of or in connection with the performance of this Agreement.
- 8.11 Drug and Alcohol-Free Workplace. The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25. This policy provides that all County-employed Contractors and Contractor employees shall assist in meeting this requirement.
- 8.11.1 As a material condition of this Agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:
- 8.11.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 8.11.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- 8.11.1.3 Shall not sell, offer, or provide alcohol or an illegal drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 8.11.2 Contractor shall inform all employees who are performing service for the County on County property or using County equipment of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- 8.11.3 The County may terminate for default or breach this Agreement, and any other Agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the conditions listed herein.
- 8.12 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors:
- 8.12.1 Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and
- 8.12.2 Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in County procurements; and
- 8.12.3 Zero Tolerance For Fraudulent Conduct In County Services. Contractor shall comply with County of San Diego Board of Supervisors Policy A-120 "Zero Tolerance for Fraudulent Conduct in County Services." There shall be "Zero Tolerance" for fraud committed by Contractors in the administration of County programs and the provision of County services. Upon proven instances of fraud committed by independent Contractors in connection with their performance under the Agreement, said Agreement shall be terminated; and

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8.12.4 Interlocking Directorate. In recognition of County Policy A-79, not-for-profit Contractors shall not subcontract with related for-profit subcontractors for which an interlocking relationship exist unless specifically authorized in writing by the Board of Supervisors; and

8.12.5 Zero Tolerance In Coaching Medi-Cal Or Welfare Clients (Including Undocumented Immigrants). The County of San Diego in recognition of its unique geographical location and the utilization of Welfare and Medi-Cal system by foreign nationals who are not legal residents of this county or country, has adopted a Zero Tolerance policy and shall aggressively prosecute employees and Contractors who coach Medi-Cal or Welfare clients (including undocumented immigrants), to obtain services for which they are not otherwise entitled.

As a material condition of this Agreement, Contractor agrees that the Contractor and Contractor's employees, while performing service for the County, on County property or while using County equipment shall not:

(a) in any way coach, instruct, advise, or guide any Medi-Cal or Welfare clients or prospective clients who are undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.

(b) support or provide funds to any organization engaged directly or indirectly in advising undocumented immigrants on ways to obtain or qualify for Medi-Cal assistance, for which they are not otherwise entitled.

Contractor shall inform all employees that are performing service for the County on County property or using County equipment of County's Zero Tolerance Policy as referenced herein.

County may terminate for default or breach this Agreement and any other Agreement Contractor has with County, if Contractor or Contractor employees are determined not to be in compliance with the conditions stated herein.

8.13 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 1) (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.

8.14 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County Facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions necessary to protect third parties, including, without limitation, employees and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Environmental Laws.

8.15 Debarment And Suspension. As a sub-grantee of federal funds under this Agreement, Contractor certifies that it, its principals, its employees and its subcontractors:

8.15.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;

8.15.2 Have not within a 3-year period preceding this Agreement been convicted of or had a civil or administrative judgment rendered against them for the commission of fraud or a criminal offense or civil action in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property; physical, financial or sexual abuse or misconduct with a patient or client, or medical negligence or malpractice;

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- 8.15.3 Are not presently indicted or otherwise criminally, civilly or administratively charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 8.15.4 Have not within a 3-year period preceding this Agreement had one or more public transaction (Federal, State, or local) terminated for cause or default.
- 8.16 Display of Fraud Hotline Poster(s). As a material term and condition of this contract, Contractor shall:
- 8.16.1 Prominently display in common work areas within all business segments performing work under this contract County of San Diego Office of Ethics and Compliance Ethics Hotline posters;
- 8.16.2 Posters may be downloaded from the County Office of Ethics and Compliance <http://www.sdcountry.ca.gov/cao/oia.html>
- 8.16.3 Additionally, if Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website
- 8.16.4 If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, the Contractor need not display the County poster;
- 8.16.5 In the event Contractor subcontracts any of the work performed under this contract, Contractor include this clause in the subcontract(s) and shall take appropriate steps to ensure compliance by the subcontractor(s).
- 8.17 False Claims Acts: Contractor and all Subcontractors shall provide information on the Federal and State Claims Acts information annually to their employees providing services under this contract. The minimum acceptable information may be found at [www.cosdcompliance.org](http://www.cosdcompliance.org)

**ARTICLE 9**  
**CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT**

- 9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent Agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement. Contractor shall not hire County's employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of County. Without such written approval, performance of services under this Agreement by associates or employees of County shall not relieve Contractor from any responsibility under this Agreement.
- 9.1.1 California Political Reform Act and Government Code Section 1090 Et Seq. Contractor acknowledges that the California Political Reform Act ("Act"), Government Code section 81000 et seq., provides that Contractors hired by a public agency, such as County, may be deemed to be a "public official" subject to the Act if the Contractor advises the agency on decisions or actions to be taken by the agency. The Act requires such public officials to disqualify themselves from participating in any way in such decisions if they have any one of several specified "conflicts of interest" relating to the decision. To the extent the Act applies to Contractor, Contractor shall abide by the Act. In addition, Contractor acknowledges and shall abide by the conflict of interest restrictions imposed on public officials by Government Code section 1090 et seq.
- 9.2 Conduct of Contractor; Confidential Information.
- 9.2.1 Contractor shall inform the County of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interests of the County.
- 9.2.2 The Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 9.2.3 Contractor shall not use for personal gain or make other improper use of confidential information, which is acquired in connection with his employment. In this connection, the term "confidential information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.
- 9.2.4 The Contractor, or employees thereof, shall not offer directly or indirectly gifts, gratuity, favors, entertainment, or other items of monetary value to an employee or official of the County.

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- 9.2.5 Referrals. Contractor further covenants that no referrals of clients through Contractor's intake or referral process shall be made to the private practice of any person(s) employed by the Contractor.
- 9.3 Prohibited Agreements. As required by Section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of Section 67, and that Contractor is not, and will not subcontract with, any of the following:
- 9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body;
  - 9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;
  - 9.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and
  - 9.3.4. Profit-making firms or businesses, in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.
- 9.4 Limitation Of Future Agreements Or Grants. It is agreed by the parties to the Agreement that Contractor shall be restricted in its future Contracting with the County to the manner described below. Except as specifically provided in this clause, Contractor shall be free to compete for business on an equal basis with other companies.
- 9.4.1 If Contractor, under the terms of the Agreement, or through the performance of tasks pursuant to this Agreement, is required to develop specifications or statements of work and such specifications or statements of work are to be incorporated into a solicitation, Contractor shall be ineligible to perform the work described within that solicitation as a prime or subcontractor under an ensuing County Agreement. It is further agreed, however, that County will not, as additional work, unilaterally require Contractor to prepare such specifications or statements of work under this Agreement.
  - 9.4.2 Contractor may not apply for nor accept additional payments for the same services contained in the Statement of Work.

**ARTICLE 10**  
**INDEMNITY AND INSURANCE**

- 10.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
- 10.2 Insurance. Prior to execution of this Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit "B," "Insurance Requirements," attached hereto.

**ARTICLE 11**  
**AUDIT AND INSPECTION OF RECORDS**

The County shall have the audit and inspection rights described in this section.

- 11.1 Audit And Inspection. Contractor agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized Federal, State or County representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not limited to audits, inspection of premises, reports, and interviews of project staff and participants.

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or Federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and

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to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accountability Office or the Institute of Internal Auditors International Standards for the Professional Practice of Internal Auditing.

If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount. When the services to be performed are of such nature that the difference cannot be corrected, County shall have the right to (1) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, County shall have the right to either (1) by Agreement or to otherwise have the services performed in conformity with the Agreement specifications and charge to Contractor any cost occasioned to County that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

- 11.2 External Audits. [Note: Health and Human Services Agency (HHS) Contractors shall advise and provide the electronic audit copies to Agency Contract Support (ACS) at ACS.HHS@sdcounty.ca.gov.] All other contractors will provide the following to their COR:
- 11.2.1 COR shall be advised of all pending audits by Federal or State representatives regarding Contracted services identified in this Agreement within seventy-two (72) hours of the Contractor receiving notice of the audit.
- 11.2.2 Contractor shall provide COR with a copy of the draft and final State or Federal audit reports within twenty four (24) hours of receiving them.
- 11.2.3 Contractor shall provide COR a copy of the contractor's response to the draft and final State or Federal audit reports at the same time as response provided to the State or Federal representatives.
- 11.2.4 Contractor shall provide COR a copy of the State or Federal audit's representative's response to the contractors' response within forty-eight (48) hours of receiving it. This will continue until the State or Federal auditors have accepted and closed the audit.
- 11.3 Cost or Pricing Data. If the Contractor submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.
- 11.4 Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this Agreement, or by section 11.4.1 and 11.4.2, below:
- 11.4.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.
- 11.4.2 Record which relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after Agreement completion, whichever is longer. County shall keep the materials described above confidential unless otherwise required by law.
- 11.5 Subcontract. The Contractor shall insert a clause containing all the provisions of this Article 11 in all subcontract hereunder except altered as necessary for proper identification of the Contracting parties and the Contracting officer under the County's prime Agreement.

**ARTICLE 12**  
**INSPECTION OF SERVICE**

- 12.1 Subject to Inspection. All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of this Agreement. Contractor shall cooperate with any inspector assigned by the

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County to permit the inspector to determine whether Contractor's performance conforms to the requirements of this Agreement. County shall perform such inspection in a manner as not to unduly interfere with Contractor's performance.

- 12.2 Specification and Requirements. If any services performed by Contractor do not conform to the specifications and requirements of this Agreement, County may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and County may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor's cannot correct its performance, the County shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services received by County. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that future performance of the service conforms to the specifications and requirements of this Agreement, the County shall have the right to either (1) without terminating this Agreement, have the services performed, by Agreement or otherwise, in conformance with the specifications of this Agreement, and charge Contractor, and/or withhold from payments due to Contractor, any costs incurred by County that are directly related to the performance of such services, or (2) terminate this Agreement for default.

**ARTICLE 13**  
**USE OF DOCUMENTS AND REPORTS**

- 13.1 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.
- 13.2 Ownership, Publication, Reproduction And Use Of Material. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other material or properties produced under this Agreement shall be the sole and exclusive property of County. No such materials or properties produced in whole or in part under this Agreement shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. County shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced under this Agreement.
- 13.3 Confidentiality. County and Contractor agree to maintain the confidentiality of and take industry appropriate and legally required measures to prevent the unlawful disclosure of any information that is legally required to be kept confidential. Except as otherwise allowed by local, State or federal law or regulation and pursuant to this Section 13.3, County and Contractor agree to only disclose confidential records where the holder of the privilege, whether the County, the Contractor or a third party, provides written permission authorizing the disclosure. Contractor understands that County must disclose certain records pursuant to the California Public Records Act ("the Act"). If Contractor demands that County not disclose requested records Contractor believes qualify for exception or exemption from disclosure pursuant to the Act, County will comply with Contractor's demand if Contractor identifies those records and the applicable exception(s) or exemption(s), in writing, within five (5) business days from receipt of County's notice to Contractor of the request for disclosure of records. If Contractor does not identify the records and reason(s) that it deems some or all of the records to be confidential, County may disclose those records at its sole discretion. Contractor agrees that its defense and indemnification obligations set forth in Section 10.1 of this Agreement extend to any Claim (as defined in Section 10.1) against the County Parties (as defined in Section 10.1) for records the County withholds from disclosure at Contractor's direction. This Section 13.3 shall not prevent the County or its agents or any other governmental entity from accessing the confidential records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.

County may identify, for purposes of clarification, certain laws and regulations that are specifically applicable to Contractor's work under this Agreement. Those laws and regulations may be set forth in Exhibit A – Statement of Work. County, however, is under no obligation to identify all applicable laws and regulations and assumes no liability for identifying confidentiality laws and regulations, if any, applicable to the work under this Agreement.

- 13.4 Maintenance Of Records. Contractor shall maintain all records and make them available within San Diego County for a minimum of three (3) years from the ending date of this Agreement unless County agrees in writing to an earlier disposition or longer where legally required or while under dispute. Contractor shall provide any requested records to County within 48-hours of the request.

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- 13.5 Custody Of Records. County, at its option, may take custody of Contractor's client records upon Agreement termination or at such other time as County may deem necessary. County agrees that such custody will conform to applicable confidentiality provisions of State and Federal law. Said records shall be kept by County in an accessible location within San Diego County and shall be available to Contractor for examination and inspection.
- 13.6 Audit Requirement. Contractor shall annually engage a Licensed Certified Public Accountant to conduct an annual audit of their agency's operations. Contractors that expend \$500,000 or more of federal grant funds per year shall also have an audit conducted in compliance with Government Auditing Standards, which includes Single Audit Act Amendments, Public Law 104-156, and OMB Circular A-133 and 45 CFR part 74.26. Contractors that are commercial organizations (for-profit) are required to have a non-Federal audit if, during its fiscal year, it expended a total of \$500,000 or more under one or more HHS awards. 45 CFR part 74.26(d) incorporates the threshold and deadlines of OMB Circular A-133 but provides for-profit organizations two options regarding the type of audit that will satisfy the audit requirements. Contractor shall include a clause in any Agreement or Agreement Contractor enters into with an audit firm to provide access by the County, State, Federal Government to the working papers of the independent auditor who prepare the audit for Contractor. Contractor shall submit two (2) copies of the annual audit report, the audit performed in accordance with OMB Circular A-133, and the management letter to the County fifteen (15) days after receipt from the independent Certified Public Accountant but no later than nine (9) months after the Contractor's fiscal year end.
- 13.7 Reports. Contractor shall submit reports required in Exhibit A and additional reports as may be requested by the COR and agreed to by the Contractor. Format for the content of such reports may be developed by County. The timely submission of these reports is a necessary and material term and condition of this Agreement and Contractor agrees that failure to meet specified deadlines will be sufficient cause to withhold payment. Contractor shall submit to County within thirty (30) days of the termination of this Agreement a report detailing all work done pursuant to this Agreement by Contractor.
- 13.8 Evaluation Studies. Contractor shall participate as requested by the County in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor services or to provide information about Contractor's project.

**ARTICLE 14**  
**(RESERVED)**

**ARTICLE 15**  
**DISPUTES**

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law, or issues regarding the medical necessity of treatment or to pre-empt any medical practitioners' judgment regarding the medical necessity of treatment of patients in their care. The foregoing does not change the County's ability to refuse to pay for services rendered if County disputes the medical necessity of care.

**ARTICLE 16**  
**GENERAL PROVISIONS**

- 16.1 Assignment and Subcontracting. Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County; County's consent shall not be unreasonably withheld. The Contractor shall make no Agreement with any party for furnishing any of the work or services herein contained without the prior written consent of the COR, pursuant to Paragraph 1.4.
- 16.2 Contingency. This Agreement shall bind the County only following its approval by the Board of Supervisors or when signed by the Purchasing and Contracting Director.
- 16.3 Entire Agreement. This Agreement, together with all Exhibits attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.
- 16.4 Sections and Exhibits. All sections and exhibits referred to herein are attached hereto and incorporated by reference.

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- 16.5 Further Assurances. Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
- 16.6 Governing Law. This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.
- 16.7 Headings. The Article captions, Clause and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.
- 16.8 Modification Waiver. Except as otherwise provided in Article 6, "Changes," above, no modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.
- 16.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.10 No Other Inducement. The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.
- 16.11 Notices. Notice to either party shall be in writing and either personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address specified herein. Any such notice shall be deemed received on the date of personal delivery to the party (or such party's authorized representative) or three (3) business days after deposit in the U.S. Mail or by email, as the case may be to the COR and Contractor's Representative identified on the signature page.
- 16.12 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 16.13 Successors. Subject to the limitations on assignment set forth in Clause 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.14 Time. Time is of the essence of each provision of this Agreement.
- 16.15 Time Period Computation. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday or State or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or State or national holiday.
- 16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.
- 16.17 Third Party Beneficiaries Excluded. This agreement is intended solely for the benefit of the County and its Contractor. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.
- 16.18 Publicity Announcements and Materials. All public announcements, including those issued on Contractor letterhead, and materials distributed to the community shall identify the County of San Diego as the funding source for Contracted programs identified in this Agreement. Copies of publicity materials related to Contracted programs identified in this Agreement shall be filed with the COR. County shall be advised at least twenty four (24) hours in advance of all locally generated press releases and media events regarding Contracted services identified in this Agreement. Alcohol and Drug



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Prevention Services Contractors shall notify COR or designee at least five (5) business days in advance of all Contractor generated media releases and media events regarding Contracted services identified in this Agreement.

- 16.19 **Critical Incidents.** Contractor shall have written plans or protocols and provide employee training for handling critical incidents involving instances of violence or threat of violence directed toward staff or clients, breach of confidentiality, fraud, unethical conduct, or instances of staff or client drug and/or alcohol use at the program. Contractor shall report all such incidents to the COR within one work day of their occurrence. However, if this contract includes Article 14, Contractor must adhere to timelines contained in Article 14.
- 16.20 **Responsiveness to Community Concerns.** Contractor shall notify County within forty eight (48) hours of receipt of any material complaints including but not limited to complaints referring to issues of abuse or quality of care, submitted to Contractor verbally or in writing, regarding the operation of Contractor's program or facility under this agreement. Contractor shall take appropriate steps to acknowledge receipt of said complaint(s) from individuals or organizations. Contractor shall take appropriate steps to utilize appropriate forums to address or resolve any such complaints received. Nothing in this provision shall be interpreted to preclude Contractor from engaging in any legally authorized use of its facility, property or business as approved, permitted or licensed by the applicable authority.
- 16.21 **Criminal Background Check Requirements.** Contractor shall ensure that criminal background checks are required and completed prior to employment or placement of contractor staff and volunteers in compliance with any licensing, certification, or funding requirements, which may be higher than the minimum standard described herein. At a minimum, background checks shall be in compliance with Board of Supervisors policy C-28 and are required for any contractor staff or volunteer assigned to sensitive positions funded by this contract. Sensitive positions are those that: (1) physically supervise minors or vulnerable adults; (2) have unsupervised physical contact with minors or vulnerable adults; and/or (3) have a fiduciary responsibility to any County client, or direct access to, or control over, bank accounts or accounts with financial institutions of any client. However, if this contract includes Article 14, Contractor must adhere to requirements contained in Article 14.
- 16.21.1 **Criminal Background Check.** Contractor shall have a documented process to review criminal history of candidates for employment or volunteers under this Agreement that will be in sensitive positions as defined in paragraph 16.21.4. At a minimum, Contractor shall check the California criminal history records, or state of residence for out-of-state candidates. Contractor shall review the information and determine if criminal history demonstrates behavior that could create an increased risk of harm to clients. Contractor shall document review of criminal background findings and consideration of criminal history in the selection of a candidate. (Example: Documented consideration of factors such as: If there is a conviction in the criminal history, how long ago did it occur? What were the charges? What was the individual convicted of and what was the level of conviction? If selected, where would the individual work and is the conviction relevant to the position?).
- 16.21.2 Contractor shall either utilize a subsequent arrest notification service during employee or volunteers' tenure or perform criminal history annually.
- 16.21.3 Contractor shall keep the documentation of their review and consideration of the individual's criminal history on file in accordance with paragraph 13.4 "Maintenance of Records."
- 16.21.4 **Definitions**
- A. **Activities of Daily Living:** The basic tasks of everyday life, such as eating, bathing, dressing, toileting, and transferring.
  - B. **Minor:** Individuals under the age of eighteen (18) years old.
  - C. **Sensitive Position:** A job with responsibilities that can be criminally abused at great harm to the contract or the clients served. All positions that (1) physically supervise minors or vulnerable adults, (2) have unsupervised physical contact with minors or vulnerable adults, or (3) have fiduciary responsibility to a County client or direct access to, or control over client bank accounts, or serve in a financial capacity to the County client.
  - D. **Vulnerable Adult:** (1) Individuals age eighteen (18) years or older, who require assistance with activities of daily living and who may be put at risk of abuse during service provision; (2) Individuals age eighteen (18) years or older who have a permanent or temporary limited physical and/or mental capacity that which may put them at risk of abuse during service provision because it renders them: unable to make decisions for

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themselves, unable to physically defend themselves, or unaware of physical abuse or other harm that could be perpetrated against them.

- E. Volunteer: A person who performs a service willingly and without pay.

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**SIGNATURE PAGE**

**AGREEMENT TERM.** This Agreement shall be effective on the date signed by the County of San Diego Department of Purchasing and Contracting ("Effective Date") and end on April 30, 2017 ("Initial Term") for a total Agreement period of one (1) year.

**OPTION TO EXTEND.** The County's option to extend is for four (4) increments of one (1) year each for a total of four (4) years beyond the expiration of the Initial Term, not to exceed April 30, 2021, pursuant to Exhibit C Payment Schedule. Unless County notifies Contractor in writing, not less than thirty (30) days prior to the expiration date that they do not intend to renew the Agreement; the Agreement will be automatically renewed for another year.

Options To Extend For One To Six Additional Months At End Of Agreement. County shall also have the option to extend the term of this Agreement in one or more increments for a total of no less than one (1) and no more than six (6) calendar months at the discretion of the County Purchasing and Contracting Director. Each extension shall be effected by written notice delivered to Contractor no less than fifteen (15) calendar days prior to expiration of any Agreement term.

The rates set forth in Article 4, Exhibit C, or other pricing section of this Agreement shall apply to any option exercised pursuant to this option clause unless provision for appropriate price adjustment has been made elsewhere in this Agreement or by Agreement amendment. All payments are subject to "Availability of Funds."

**COMPENSATION:** Pursuant to Exhibit C, County agrees to pay Contractor a sum not to exceed One Hundred Fifty Thousand (\$150,000) for the initial term of this Agreement and One Hundred Fifty Thousand (\$150,000) for each of the four (4) one year option periods, for a maximum Agreement not to exceed amount of Seven Hundred Fifty Thousand (\$750,000), in accordance with the method of payment stipulated in Article 4. It is understood that the parties will meet and confer on the contract price if adjustments are made to the scope of work for an extension of the term or terms. These discussions shall not obligate either party to make a requested adjustment to the scope of work or price except as otherwise set forth in this Agreement, nor shall it relieve either party of its obligations under the Agreement.

**COR.** The County has designated the following individual as the Contracting Officer's Representative ("COR")

Jason Batchelor, GIS Coordinator Manager  
5510 Overland Ave., Suite 310  
San Diego, CA 92123  
(858) 602-8152 Phone, (858) 694-3373 FAX and [Jason.Batchelor@sdcounty.ca.gov](mailto:Jason.Batchelor@sdcounty.ca.gov) email

**CONTRACTOR'S REPRESENTATIVE.** The Contractor has designated the following individual as the Contractor's Representative.

Timo Luostarinen, President  
801 Turquoise St. #F-402  
San Diego, CA 92109  
(858) 752-7221 Phone, (858) 581-9601 FAX and [timo@quarticsolutions.com](mailto:timo@quarticsolutions.com) email

IN WITNESS WHEREOF, County and Contractor have executed this Agreement effective as of the date first set forth above

**COUNTY OF SAN DIEGO**

By:   
JOHN M. PELLEGRINO, Director  
Department of Purchasing and Contracting

Date: 5/24/2016

**QUARTIC SOLUTIONS LLC**

By:   
TIMO LUOSTARINEN, President

Date: 5/19/16

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**EXHIBIT A – STATEMENT OF WORK**

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**1. SCOPE OF WORK**

Contractor shall perform “as needed” support to the Department’s key Geographic Information System (GIS) functions.

**2. BACKGROUND**

The County of San Diego’s Planning and Development Services (PDS) is a department within the County’s Land Use and Environment Group. Housed within the Planning and Development Services (PDS), is a centralized GIS division, LUEG-GIS, which supports all County departments GIS needs. The departments cover a diverse area of subject matters such as fire, law enforcement, public safety, and community services.

**3. GEOGRAPHIC AREA**

Contractor shall provide the services described herein at the County of San Diego PDS office located at 5510 Overland Ave., Suite 310, San Diego, California, 92123. The contractor shall also conduct field visits and participate in meetings county-wide at the direction of the Contracting Officer’s Representative (COR).

**4. GENERAL SERVICE REQUIREMENTS**

Contractor shall furnish all necessary personnel, equipment, materials, and transportation to perform all work in a professional and timely manner. The County will provide, in most cases, all necessary hardware and software. Contractor shall provide on-going as-needed GIS support, which will require weekly effort.

- 4.1. A Task Order will be submitted by the COR describing the requirements of each task, necessary hours, deadline, and work schedule.
- 4.2. Task Order hours may vary from four to twenty (4-20) hours per week, and could be adjusted accordingly until such time as the tasks are completed.
- 4.3. Contractor shall only work on tasks described in the task orders signed by the COR.
- 4.4. Contractor shall provide professional and competent technical expertise and support for ArcGIS Server and Spatial Database Engine (SDE) administration, batch job processing and monitoring, GIS programming, data manipulation and analysis, and other GIS support services.
- 4.5. Contractor’s key personnel shall be named and details pertaining to current and relevant technical expertise provided. No changes to named key personnel may occur without written approval by the COR.

**5. SPECIFIC REQUIREMENTS FOR SERVICE DELIVERY**

Contractor shall provide the following services: 1) analysis of existing spatial and tabular data in a large spatial relational database system, including but not limited to, Geodatabase feature classes, shapefiles, aerial and satellite derived imagery; 2) data editing and creation of spatial and tabular data, including but not limited to, geodatabase feature classes, tables, topology rules, MS Excel, and Access databases; 3) cartographic production in support of hardcopy and digital map creation, including map creation for use in web-based map services; 4) field data collection using field GIS and GPS data collection methodologies; 5) spatial decision support for environmental issues related to biology, geology, geography, land use, and environmental management; or ) ArcGIS Server and SQL SDE database administration and maintenance.

**5.1. GIS Analysis**

- 5.1.1. GIS Work Requests generally involve developing spatial models, data queries, and analysis resulting in map, table, and/or report products. Other duties may include: field data collection, data development, data maintenance, and documentation.
- 5.1.2. Specific tasks may include, but are not limited to, the preparation of tables and map products in support of the County’s Multiple Species Conservation Program, discretionary land use project review, migration of

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Public Works asset data to file-based geodatabase, field GIS data collection of project areas including simple vegetation and habitat assessments and preparation of high quality published map documents for use in ArcGIS Server on premise and hosted map services.

**5.2. GIS Mapping, Editing, and Analytical Capabilities**

GIS mapping, editing, and analytical capabilities to non-GIS staff in the office and through web-based desktop and mobile applications will be required. This may include, but are not limited to:

- 5.2.1. The use of Python, .Net, Java, and other programming scripts to complete tasks such as development of new programs, and troubleshooting, support, and maintenance of existing programs.
- 5.2.2. Documentation and source code of all final scripts and procedures relating to such tasks shall be provided to the COR.

**5.3. ArcGIS Service & SDE Maintenance**

Requirements pertaining to the administration and maintenance of SQL SDE and ArcGIS Server on the LUEG-GIS local network (BlueNet) include, but are not limited to:

- 5.3.1. Set up and maintain SQL databases.
- 5.3.2. Set up and maintain ArcGIS Server.
- 5.3.3. Publish data weekly and monthly using existing scripts from the BlueNet workspace SDE to the warehouse SDE, to the County's SDE, and to the San Diego Geographic Information Source (SanGIS).
- 5.3.4. Back-up the layers in the databases through SDE export files and database back-up software.
- 5.3.5. Maintain daily operations through problem troubleshooting, isolation, and resolution as needed or requested.
- 5.3.6. Conduct analysis and reports as requested on LUEG-GIS initiatives to upgrade the BlueNet GIS environment.
- 5.3.7. Provide documentation of all final scripts and procedures relating to the above tasks.

**6. STAFFING QUALIFICATIONS**

All work completed under this contract must be completed by staff that meets the minimum criteria for the GIS professional classifications (GIS Technician, GIS Analyst, Senior GIS Analyst, and GIS Database/Server Analyst). Minimum qualifications for the various classifications are outlined below. Additional classification information can be found at: <http://agency.governmentjobs.com/sdcounty/>. Contractor shall meet the following minimum staffing qualifications:

**6.1. GIS Technician**

- 6.1.1. One (1) year of progressively responsible GIS experience administering and operating GIS applications software to develop GIS data, digital maps, or other digital displays for land use or spatial analysis; OR,
- 6.1.2. An associate's degree from an accredited U.S. college or university, or a certified foreign studies equivalency, in geography, earth sciences, civil engineering, urban planning, information technology, biology with an emphasis in GIS, computer science, or a closely related field; OR,
- 6.1.3. Successful completion of a college-level GIS certificate program.

**6.2. GIS Analyst**

- 6.2.1. A bachelor's degree from an accredited U.S. college or university, or a certified foreign studies equivalency, in geography, earth sciences, civil engineering, urban planning, information technology, biology with an emphasis in GIS, computer science, or a closely related field; OR, successful completion of a college-level GIS certificate program, AND
- 6.2.2. Two (2) years of progressively responsible experience as a GIS Trainee with the County of San Diego; OR,

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6.2.3. Three (3) years of progressively responsible GIS experience administering and operating GIS applications using ArcGIS Desktop or Server or similar type software to develop GIS data, digital maps, or other digital displays for spatial analysis.

**6.3. Senior GIS Analyst**

6.3.1. A bachelor's degree from an accredited U.S. college or university, or a certified foreign studies equivalency, in geography, earth sciences, civil engineering, urban planning, information technology, biology with an emphasis in GIS, computer science, or a closely related field; OR, successful completion of a college-level GIS certificate program, AND

6.3.2. Three (3) years of full-time experience as a GIS Analyst with the County of San Diego administering and operating GIS applications using ArcGIS Desktop or Server or similar type software to develop GIS data, digital maps, or other digital displays for spatial analysis, OR

6.3.3. Four (4) years of full-time experience administering and operating GIS applications using ArcGIS Desktop or Server or similar type software to develop GIS data, digital maps, or other digital displays for spatial analysis.

**6.4. ArcGIS Server and Database Administrator**

6.4.1. An associate's degree from an accredited U.S. college or university, or a certified foreign studies equivalency, in computer science, information systems, or related field, AND two (2) years of recent professional journey level experience designing, developing, analyzing, maintaining, and implementing complex database management systems; OR;

6.4.2. Four (4) years of recent professional journey-level experience designing, developing, analyzing, maintaining, and implementing complex database management systems.

Contractor must notify the COR of any key personnel changes and the COR must have the opportunity to review and approve of any key personnel changes.

**7. PROJECT STATUS MEETINGS**

Contractor shall attend project status meetings, as requested by the COR. The purpose of these meetings is to provide a forum to discuss technical issues, project schedules, contractual issues, and/or budgetary issues. Meetings may take place via teleconference, at the COR's discretion.

**8. BRIEFINGS AND DEVELOPMENT REVIEW TEAM MEETINGS**

Contractor shall attend all necessary briefings and review meetings and present the project to County management as required. If attendance is not feasible, the contractor shall discuss the conflict with the COR to determine the appropriate course of action.

**9. INVOICING**

Contractor shall submit invoices in agreed upon format as preapproved by the COR. All tasks will be completed within the dollar amount specified in the contract. No overtime charges, lodging or transportation rates will be allowed. All invoices shall include the following:

9.1. List of hours expended per billing period, by task, and by person

9.2. Listings of all expenses and a general description of progress made on each task during each billing period.

9.3. Mileage will be allowed for field work only upon prior approval from the COR. Mileage shall be paid in accordance to the current allowable County rate.

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**INSURANCE REQUIREMENTS FOR CONTRACTORS**

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

**1. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- D. Professional Liability required if Contractor Provides or engages in any type of professional services, including but not limited to medical professional, counseling services or legal services.

**2. Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.
- D. Professional Liability: \$1,000,000 per claim with an aggregate limit of not less than \$2,000,000. Any self-retained limit shall not be greater than \$25,000 per occurrence/event without County Risk Management approval. If policy contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any such aggregate limit has been paid or reserved, County will require additional coverage to be purchased by Contractor to restore the required limits. This coverage shall be maintained for a minimum of two years following termination of completion of Contractor's work pursuant to the Contract.

**3. Deductibles and Self-Insured Retentions**

Any deductible or self-insured retention must be declared to and approved by County Risk Management. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**4. Other Insurance Provisions**

The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

**A. Additional Insured Endorsement**

Any general liability policy provided by Contractor shall contain an additional insured endorsement applying coverage to the County of San Diego, the members of the Board of Supervisors of the

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County and the officers, agents, employees and volunteers of the County, individually and collectively.

**B. Primary Insurance Endorsement**

For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**C. Notice of Cancellation**

Notice of Cancellation shall be provided in accordance with policy provisions.

**D. Severability of Interest Clause**

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

**General Provisions**

**5. Qualifying Insurers**

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A-, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

**6. Evidence of Insurance**

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with certificates of insurance and amendatory endorsements effecting coverage required by this clause. Renewal certificates and amendatory endorsements shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance.

**7. Failure to Obtain or Maintain Insurance; County's Remedies**

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance, shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

**8. No Limitation of Obligations**

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

**9. Review of Coverage**

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.



**COUNTY CONTRACT NUMBER 553246**  
**AGREEMENT WITH QUARTIC SOLUTIONS LLC**  
**FOR AS-NEEDED GEOGRAPHIC INFORMATION SYSTEM (GIS) ANALYSIS AND SPATIAL**  
**TECHNOLOGY SUPPORT SERVICES**  
**EXHIBIT B – INSURANCE AND BONDING REQUIREMENTS**

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**10. Self-Insurance**

Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

**11. Claims Made Coverage**

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Contractor's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract, including the requirement of adding all additional insured's.
- C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Contract.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

**12. Subcontractors' Insurance**

Contractor shall require that any and all Subcontractors hired by Contractor are insured in accordance with this Contract. If any Subcontractors coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost or expense, including attorney fees, incurred by County as a result of Subcontractors failure to maintain required coverage.

**13. Waiver of Subrogation**

Contractor and County release each other, and their respective authorized representatives, from any Claims (as defined in the Article entitled "Indemnity" of the Contract), but only to the extent that the proceeds received from any policy of insurance carried by County or Contractor, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of insurance provided by Contractor hereunder shall be a standard waiver of rights of Subrogation against County by the insurance company issuing said policy or policies.

//

**COUNTY CONTRACT NUMBER 553246**  
**AGREEMENT WITH QUARTIC SOLUTIONS LLC**  
**FOR AS-NEEDED GEOGRAPHIC INFORMATION SYSTEM (GIS) ANALYSIS AND SPATIAL**  
**TECHNOLOGY SUPPORT SERVICES**  
**EXHIBIT C – PRICING/PAYMENT SECHEDULE**

<b>Contract Term</b>	<b>GIS Technician Hourly Rate</b>	<b>GIS Analyst Hourly Rate</b>	<b>Sr. GIS Analyst Hourly Rate</b>	<b>ArcGIS Server &amp; Database Administrator Hourly Rate</b>
April 1, 2016 Thru March 31, 2017	\$60.00	\$75.00	\$95.00	\$105.00
April 1, 2017 Thru March 31, 2018	\$63.00	\$79.00	\$100.00	\$110.00
April 1, 2018 Thru March 31, 2019	\$66.00	\$83.00	\$105.00	\$115.00
April 1, 2019 Thru March 31, 2020	\$70.00	\$90.00	\$110.00	\$120.00
April 1, 2020 Thru March 31, 2021	\$70.00	\$90.00	\$110.00	\$120.00

\*NOTE: Hourly rate should include overhead expenses.

COUNTY OF SAN DIEGO – REQUEST FOR PROPOSALS (RFP #7144)  
DEPARTMENT OF PLANNING AND DEVELOPMENT SERVICES  
AS-NEEDED GEOGRAPHIC INFORMATION SYSTEM (GIS) ANALYSIS  
AND SPATIAL TECHNOLOGY SUPPORT SERVICES

PROPOSAL COVER PAGE

SUBMITTAL INFORMATION

Submit this Completed Form as the Cover Page of Your Proposal

**PROPOSAL DUE DATE: January 21, 2015 at 3:00 p.m.** local San Diego time

Submit via mail in a separate sealed envelope or package marked on the outside with "RFP #7144" to:

County of San Diego  
Department of Purchasing and Contracting  
5560 Overland Avenue, Suite 270  
San Diego, CA 92123-1204

For information, please contact:

Cynthia Lerma  
(858) 505-6374  
[Cynthia.Lerma@sdcounty.ca.gov](mailto:Cynthia.Lerma@sdcounty.ca.gov)

DESCRIPTION

The County of San Diego is soliciting proposals for As-Needed Geographic Information System (GIS) Analysis and Spatial Technology Support Services.

TO BE COMPLETED BY OFFEROR

OFFEROR INFORMATION (Type or Print)

Quartie Solutions LLC  
Offeror Company/Organization Name

801 Turquoise St. #F-402  
Offeror Address

San Diego, CA 92109  
Offeror City, State, Zip

(858) 752-7221  
Offeror Telephone Number

www.quartiesolutions.com  
Offeror Website Address

(858) 581-9601  
Offeror Fax Number

NAME, TITLE & CONTACT NUMBER OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)

Tim Luostarinen  
Authorized Representative Name

President  
Authorized Representative Title

time@quartiesolutions.com  
Authorized Representative Email Address

(858) 752-7221  
Authorized Representative Telephone Number

SIGNATURE

I certify that I am authorized to execute and submit this proposal on behalf of the offeror listed above; and that all information in this submission is true, correct, and in compliance with the terms of the RFP.

Tim Luostarinen  
Authorized Representative Signature

1/21/16  
Date

**Proposal for:**  
**Department of Planning and Development Services**  
**As-Needed Geographic Information System (GIS) Analysis Services**  
**for the County of San Diego**



**Quartic Solutions LLC**

841 Turquoise St  
Ste F-402  
San Diego, CA 92109

Timo Luostarinen  
President  
Quartic Solutions LLC  
(858) 752-7221  
[timo@quarticsolutions.com](mailto:timo@quarticsolutions.com)

January 21, 2016

## Section ii: Table of Contents

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## 1.0 Service Delivery Description

### 1.1 Experience, Capabilities, and Approach to Proposed Services

Quartic Solutions is the premier GIS Professional Services provider in the San Diego region and has the necessary experience and capabilities to provide the requested services to the County. This section details our qualifications in each of the three specified areas.

#### 1.1.1 Programming Geospatial Scripts

Quartic Solutions employs some of the most experienced GIS experts in the country that have an in-depth history of developing geospatial applications for governmental clients. Our principals started developing Arc Macro Language (AML) scripts for Esri's ArcInfo in the late 1980's, and our staff have been writing geospatial scripts, taking advantage of the efficiencies provided by GIS technology advancements, ever since then.

Quartic's approach to delivering the best GIS programming services around, is to constantly hire and train the most qualified people in the industry. Training is critical to keeping an edge on our competitors. For example, Quartic sends all of our Senior GIS Programmer/Analysts to the Esri Developer Summit each year. This investment in training pays off, enabling the company to provide better products to our clients and ensures our clients that our applications will be developed in a supportable manner.

Quartic approaches development projects with a focus on the architectural design and an attention to detail. Doing a thorough job gathering user and management requirements, and engaging all stakeholders is critical. Diagramming a clear system architecture by notating all components and their interactions, early in the process, is also a key to success. Once approval to proceed is granted, we document detailed specifications such as the programming language, technology, business logic, use cases, and technical approaches that will be used. Once the client approves the specifications, we commence with programming. We will do Integrated System Testing (IST) and assist the client with User Acceptance Testing (UAT). After successful UAT we will roll the code out into production according to a detailed roll-out plan that the client will have reviewed ahead of time. Each application will have an architecture diagram, documentation, and source code that will be turned over to the County. The County will maintain complete ownership of the source code and related materials.

We have developed GIS scripts to automate and streamline a large variety of operational and planning workflows. Quartic currently maintains a multitude of Python, .NET, PHP, and JavaScript applications for our customers. In addition, we support scripting using Arcpy. These type of scripts are generally not used for application development. Instead these scripts are useful for data manipulation, batch jobs, automation of multiple steps, simple tools, and similar purposes.

Quartic has developed and maintained GIS Applications using nearly all Esri-based desktop, web, and mobile architectures. This includes COM based architectures, such as Avenue, ArcObjects, and Visual Basic. It also includes web based plugin APIs, such as Adobe Flex, Silverlight and Javascript. And of course, as a basis, it includes core technologies, such as .NET with languages such as C#. The County support team will be assigned a qualified and competent Quartic desktop developer with an Esri technical certification of 'ArcGIS Desktop Developer'.

For web applications we have developed Esri ArcIMS applications (and still support three of them) to the most current 10.3.1 ArcGIS for Server applications based on .NET, Javascript, HTML5, JSON, and other web technologies. We also went through a phase of utilizing web plugins, such as Silverlight and Flex, for application development. We continue to support several of these 'plugin' applications to this very day. The County support team will be assigned a qualified and competent Quartic desktop developer with an Esri technical certification of 'ArcGIS Web Developer'.

We also use MS SQLServer SSRS and Crystal Reports for creation of standard or custom reports. MS Data Integration Services are useful in cases where ETL is being performed on tabular data in databases.

Finally, we find Esri's Data Interoperability Extension to be a very valuable tool in our GIS tool belt. We are currently using it to restructure the City of San Diego's Public Utility infrastructure data that comes from their existing SPLASH GIS system. The County will benefit from our experience in using this product.

### **1.1.2 SDE & ArcGIS Server Administration & Maintenance**

#### **ArcGIS for Server Administration**

Quartic Solutions has extensive experience with ArcGIS for Server installation, configuration, and maintenance. Quartic has been working with ArcGIS for Server since its inception. We currently support ten ArcGIS for Server servers, each with many services. These services range from the most simple to complex. For example, we have set up web services for confidential data that are secured via the Esri web adaptor and network tokens. We have set up services on local servers, remote datacenter servers, cloud servers, AWS, and virtual servers ranging from early ArcServer versions such as 9.2 to the latest version 10.3.1.

In addition to experience setting up the software, we have a broad range of experience with nearly all of the ArcGIS for Server service types. These include: dynamic, static, dynamic refresh, data, geocator, and geoprocessing services. When version 10.4 of ArcGIS for Server is released early this year, we plan on also supporting tiled vector services.

We have a structured approach to ensuring the proper setup and monitoring of ArcGIS web services. Quartic has a documented standards for organizing, naming, and maintaining the environment consistently across our customer base, which is used when appropriate. To assure a properly operating web service we gather all the requirements from the client and then when we set up an ArcGIS web service we consider many factors such as security needs, performance, display quality, refresh methods, and fault tolerance. At many of our locations we have set up automated monitors that send notification of service outage and, if desired, attempt to automatically restart the service. We are developing a mobile application to allow the system administrator to perform pre-defined actions from his or her smart phone with two-way messaging. This will shorten our response time to service outages.

In addition to ArcGIS for Server administration, Quartic Solutions has extensive experience designing and developing web mapping applications on a variety of platforms. Web based applications designed to run on the Desktop or Mobile platforms supported by Quartic include:

- Web services designed to show open work orders based upon work crew assignment and status of the work order
- Web services that refresh client data automatically so that when the client is disconnect due to a network failure, the application will continue to work seamlessly
- Web maps that are based off of Esri Local Government Information Model (LGIM) templates
- Web services consumed by ArcGIS Online web maps
- Web services that are secured to prevent un-authorized viewing of the data

Quartic's web based maps, 'My San Diego' won the AT&T City of San Diego Application Design challenge in 2012.

The following table lists some examples of public facing web maps that Quartic Solutions has designed and implemented:

Table 6:

Map Purpose	Client	URL
Parcel Map	SanGIS/Sandag	<a href="http://sdgis.sandag.org/">http://sdgis.sandag.org/</a>
Display points of interest	City of Cupertino	<a href="http://gis.cupertino.org/CupertinoAtAGlance/">http://gis.cupertino.org/CupertinoAtAGlance/</a>
Public Art	City of Carlsbad	<a href="http://ccmaps.carlsbadca.gov/publicArt/index.html">http://ccmaps.carlsbadca.gov/publicArt/index.html</a>
311	City of Encinitas	<a href="http://eassistance.cityofencinitas.org/">http://eassistance.cityofencinitas.org/</a>

#### ArcSDE Administration

A major strength of Quartic Solutions is their knowledge and experience in administering enterprise and departmental SDE instances. Quartic's principal, Timo Luostarinen, set up the first SDE instance at the City of San Diego in the year 2000. Since then Quartic has set up at



least 20 instances of SDE ranging from version 9.2 to 10.3.1. These instances run on either Oracle or SQLServer databases, both of which Quartic is responsible for providing DBA administration for. This combination of SDE and database administration from a single source is a major benefit to our clients. In fact, we have set up and continue to administer both the SDE and SQLServer on the County High Performance GIS network.

The SDE instances that we support range from simple configurations to complex ones. The more complex instances integrate with remote databases, third party data sources such as CA811 tickets from the State.

What sets Quartic apart from other GIS consulting firms is the number and size of the instances that we support in municipal government. Instead of supporting a typical SDE instance with a hundred or so layers and 50 or so users, we support large implementations that are embedded in the work flow of our clients. The total number of data layers (in aggregate) residing in SDE instances administered by Quartic exceed 1,000 and are accessed by over 800 users.

### **1.1.3 On-Site GIS Analysis Support**

Quartic Solutions has a long history of providing on-site GIS Analyst support to clients for both short and long term engagements. We have been providing On-Site GIS Analysis Support services since the inception of the company in 2004. Currently we have on-site staff co-located with client GIS staff at the City of San Diego, City of Encinitas, City of Beverly Hills, County of San Diego, and SanGIS. To ensure optimal work fit, we understand the importance of carefully matching the client needs with the technical qualifications and work habits of a suitable individual.

Given that Quartic is a local San Diego firm, the vast majority of our resources are located in San Diego which greatly benefits the county. There will be no travel or per-diem expenses and our resources are familiar with the regional geography. Our firm is large enough that we have a variety of skill sets and are able to prioritize County work to provide quick response upon receiving a request or task.

We are open to assigning a resource or resources to support County needs on a part-time, full-time, temporary, or permanent basis.

### **1.2 Subcontracting and Partnerships**

Quartic Solutions will not subcontract out any part of this contract. We will also not partner with any other firm on this contract. Our intent is to perform all work with our in-house resources.

### **1.3 Implementation Plan**

Since this contract is for furnishing as-needed GIS resources to the County, a task specific scope of work will be necessary to provide a deliverable-based and detailed implementation plan. Quartic Solutions will produce an implementation plan upon the request of the County for any task or project that is assigned to Quartic. The plan(s) will include all requested elements in the form of a Gant Chart based on the requirements and deliverables. The plan will show actions required, strategies employed, responsibilities, dependencies, and milestone dates.

#### **1.3.1 Estimated Timeline for Policy, Procedure and Protocol Development**

Upon request for any of these documents by the County, they will be developed and delivered to the County within two weeks of the request.

## **2.0 Experience, Proposed Organization, Management and Staffing**

### **2.1 Mission and History**

Quartic Solutions LLC is a private San Diego GIS services and consulting firm that provides leadership and competency in the implementation of Geographic Information Systems (GIS) technology and services. Quartic Solutions was founded in 2004 as a woman owned business and became an Esri Business Partner the same year. Quartic is a local company headquartered in San Diego, CA and has supported multiple government and commercial customers and contracts throughout California, New Mexico, and Tennessee.

The County of San Diego will benefit by awarding this contract for As-Needed GIS Analysis and Spatial Technology Support Services to Quartic Solutions.

- Quartic Solutions is the largest GIS firm in San Diego, offering the County the largest team of GIS professionals to staff the program needs. The team can be made available on-site with the shortest lead time.
- Quartic's resume exhibits exceptional GIS experience. We have been involved in all aspects of GIS, including the three that are included in this RFP.
- Selecting the Quartic support team means that the County will have a proven 'ready-to-go' local resource team that includes qualified candidates within all job descriptions.
- There is no other GIS consulting firm with the depth and breadth of knowledge about local GIS as Quartic Solutions. Our knowledge has developed from decades of GIS support to key organizations in the area such as SanGIS, the City of San Diego, the County of San Diego (via SanGIS), Sandag, and ARJIS. Our involvement has been sustained, in-depth, and all encompassing. Quartic resources are very familiar with the

existing County GIS infrastructure. A company principal, Timo Luostarinen, setup the current High Performance GIS infrastructure and provides as-needed ArcSDE administration support. A Quartic Senior GIS Analyst, Rob O'Donnell set up the County ArcGIS for Server and Drew Dowling provides ArcGIS for Server administration support. Finally, two Quartic GIS Analysts, Ian Dawes and Louise Wedley, are currently, or have provided recent on-site support to the County and have become familiar with the job duties and expectations of the county.

To give the County selection committee a summary of our entire team qualifications, this section will outline our local resources and their technical training/certification.

This engagement will be staffed from the Quartic's San Diego headquarters. Quartic has eleven staff members, ten operating from the San Diego office and one GIS Analyst located the Los Angeles area. Table 1 below outlines the alignment of staff to positions, years' experience and relevant certifications. Section 2.3.4 provides a mapping of staff to positions that may be utilized by the County on the contract.

**Table 1: Corporate Profile, Locations and Relevant Certifications**

Staff Role	Number	Years' Experience	GISP	Esri Certifications								
				Enterprise				Developer		Desktop		
				Enterprise Geodatabase	Enterprise Geodatabase	Enterprise System Design Associate	Enterprise Administration	ArcGIS Desktop Developer Associate	Web Application Development Associate	ArcGIS Desktop Professional	ArcGIS Desktop Associate	ArcGIS Desktop Entry
Company Level	11	>150	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
CEO San Diego	1	>20	1						1			
GIS Architect / DBA San Diego	1	>25		1	1							
Developers San Diego	4	>50	2	1		1	1	2	2			

GIS Analysts		>52	3		2			1	1	2	2	
San Diego	4											
Los Angeles	1											

#### Professional Memberships:

- Esri Business Partner since 2005 (Esri Partner Network, Silver)
- Corporate Member Urban Regional Information Systems Association (URISA)
- Cityworks partner since 2005

#### Awards:

- **AT&T City of San Diego Application Design challenge in 2012:** Quartic Solutions' Quartic won the Best Overall App Award – 3rd Place (out of 74 entries) for the web based map 'My San Diego'.
- **Esri International Conference's User Software Application Fair:** Quartic's Notify Now! Mailing Label application. The web 2.0 based mapping application won 3rd Prize at Web App Fair.
- **Sharq Award – 2002 Solutions Technology Achievement Award:** Quartic's services to the City of San Diego SHARQ (Sewer History Activity Repository & Query) resulted in the City of San Diego being selected as the 2002 Solutions Winner Large IT & Telecommunications Category in the 2002 Solutions Technology Achievement Awards program.
- **SanGIS, 2014 San Diego Geography Showcase – Best Cartographer Award** presented by the host committee to Quartic employee Louise Wedley

#### Services by location:

Quartic Solutions provides a full range of GIS services, from planning and mapping, to design and implementation of GIS projects. Services rendered include every aspect of Geographic Information Systems, including the three service delivery categories listed in the RFP: Programming, Administration and Maintenance of SQL SDE and ArcGIS for Server; and On-Site GIS Analysis Support for on-going GIS work requests. In addition, Quartic provides full service Database Administration for both Oracle and SQLServer databases. Table 2 below identifies the Services and Capabilities provided by the San Diego office, remote staff and examples of how the services have been applied to government customers.

**Table 2: Quartic Corporate Services by office and customer**

Services/Capabilities	Geospatial Programming Services	ArcGIS for Server and SDE Administration	On-site GIS Analysis Support	Other GIS Services
RFP Requirement	X	X	X	

Quartic Corporate Services	X	X	X	
San Diego Office	X	X	X	X
Los Angeles	X		X	X
County of San Diego (via SanGIS)	X	X	X	
Geographic Info Source (SANGIS JPA)	X	X	X	X
City of San Diego	X	X	X	X
City of Encinitas	X	X	X	X
City of San Marcos	X	X	X	X
City of Cupertino	X	X	X	X
San Dieguito Water District*	X	X	X	X
State of New Mexico	X	X		X
City of Carlsbad*	X	X		X
City of Poway	X	X		X
City of Irvine	X	X		X
Valley Center Municipal Water District*	X	X		
City of Coronado*	X			
San Diego Gas and Electric	X	X	X	X
Environmental Resource Systems	X		X	X
El Toro Water District*				X
City of Lemon Grove*				X

\*Denotes past client

## 2.2 Offeror's Resume

Quartic Solutions has an extensive track record in offering services in all three categories listed in the RFP's Exhibit A – Statement of Work. The following tables summarize the last five (5) years experience in each category.

### Summary of SDE Administration Services Provided to Clients

Customer	Complexity/Scope	Size
SanGIS	Provides all SDE DBA services: version management, security, performance tuning, data loading, trouble shooting, monitoring, batch job scheduling, etc.  Provides all Oracle DBA services: security, backup/recovery, performance tuning, upgrades, data modelling, etc.	1 operations SDE (read/write) with complex data with topology, domains, versions, and roles.  1 data warehouse SDE (read only) with about 200 City, County, and SanGIS users.
City of San Diego	Provides all SDE DBA services: install, upgrades, security, monitoring, trouble shooting, batch job scheduling, etc. Both SQLServer and Oracle are used. Security is AD integrated where possible.	Eight SDE instances located in San Diego <ul style="list-style-type: none"> <li>Two Enterprise transactional for ArcGIS for Desktop</li> <li>Two Data Warehouse</li> <li>Three development instances</li> </ul>

Customer	Complexity/Scope	Size
	Works with backend DBA's on database setup, troubleshooting, and backup configuration. Works with system administrators on startup of services, roles, etc. Works with application developers on integration with other enterprise systems such as Salesforce, SAP, Pavement View, Accela, Tritech, etc.	<ul style="list-style-type: none"> <li>One departmental GIS</li> </ul> Three SDE instances located in Texas <ul style="list-style-type: none"> <li>One backend for GIS web applications</li> <li>One transactional departmental GIS</li> <li>One departmental datamart</li> </ul> Technical Specs: <ul style="list-style-type: none"> <li>Versions range from 9.2 to 10.3.1</li> <li>Databases are SQLServer and Oracle</li> <li>600 users</li> <li>Numerous batch jobs per week</li> <li>Both Windows and UNIX servers</li> <li>Integrated with 911 dispatch, trash truck routing, SAP, and many other enterprise systems.</li> </ul>
City of Encinitas	<p>Has provided all SDE DBA services: version management, security, performance tuning, data loading, trouble shooting, monitoring, batch job scheduling, etc.</p> <p>Has provided all Oracle DBA services: security, backup/recovery, performance tuning, upgrades, data modelling, etc.</p>	<p>Enterprise SDE with development instance.</p> <p>Technical Specs:</p> <ul style="list-style-type: none"> <li>10.3.1 version</li> <li>SQLServer DB</li> <li>About 50 users</li> <li>Integrated with Asset Management System</li> </ul>
City of Carlsbad	Upgraded enterprise SDE versions; developed multiple spatial data views for use in tabular systems; loaded large rasters into DB.	Enterprise SDE with development instance. SQLServer database was the backend.
City of Poway	Upgraded enterprise SDE and designed enterprise SDE schema based upon Esri needs assessment.	Enterprise SDE with development instance. SQLServer database was the backend.
Valley Center Municipal Water District	Upgraded enterprise SDE and designed enterprise SDE schema based upon Esri needs assessment.	Enterprise SDE with development instance. SQLServer database was the backend.
City of Cupertino	Provide all SDE administration services including install, upgrade, migration, security, trouble shooting, and tuning.	Enterprise ArcSDE with nightly geodata replication to AWS servers. Version is 10.3.

**Summary of ArcGIS for Server Administration Services Provided to Clients**

Customer	Complexity/Scope	Comment
SanGIS	Provide all ArcGIS Server administration tasks including: installation, setup, configuration, creation of services, monitoring, troubleshooting, security, performance tuning, data refresh jobs, automated service stops and starts, and coordination with the network analyst to	SanGIS is just getting started with ArcGIS for Server. We have set up the software and published a single service. Future plans involve expansion of the Server into data maintenance applications and geocoders.

Customer	Complexity/Scope	Comment
	setup appropriate firewall and port configurations.	
City of San Diego	Provide all ArcGIS Server administration tasks including: installation, setup, configuration, creation of services, monitoring, troubleshooting, security, performance tuning, data refresh jobs, automated service stops and starts, and coordination with the network analyst to setup appropriate firewall and port configurations.	Currently we are responsible for administering five ArcGIS for Server instances. They are set up in sophisticated manner with enhanced token security, web adaptors which publish secure services with proprietary data that is consumed by third party vendors. There are about 100 services that we monitor and support. We are currently in the process of upgrading the 10.3 instances to 10.3.1.
City of Encinitas	Provide all ArcGIS Server administration tasks including: installation, setup, configuration, creation of services, monitoring, troubleshooting, security, performance tuning, data refresh jobs, automated service stops and starts, and coordination with the network analyst to setup appropriate firewall and port configurations.	The City's ArcGIS for Server is integrated with the enterprise asset management system, the enterprise document management system (DBMS), and other systems. A single production server supports intra and extranet business critical applications.
City of Cupertino	Provide all ArcGIS Server administration tasks including: installation, setup, configuration, creation of services, monitoring, troubleshooting, security, performance tuning, data refresh jobs, automated service stops and starts, and coordination with the network analyst to setup appropriate firewall and port configurations.	ArcGIS for Server is hosted on AWS with scheduled up uptimes each day. The server is used to publish several applications and also integrates with the City's asset management system.
City of Irvine	Support GIS data syncing; mobile unit data transfers; ArcGIS for Server web services	Enterprise
City of San Marcos	We are on call to provide all ArcGIS Server administration tasks including: installation, setup, configuration, creation of services, monitoring, troubleshooting, security, performance tuning, data refresh jobs, automated service stops and starts, and coordination with the network analyst to setup appropriate firewall and port configurations.	Quartic set up ArcGIS for Server along with the web services for a public facing GIS map application.

**Table 4: Summary of Geospatial Programming Services Provided Clients**

Customer	Years as client	Duties
City of Poway	8	Developed the following applications or scripts: 1. GIS data integration with CRW TrackIT asset management application (Python)

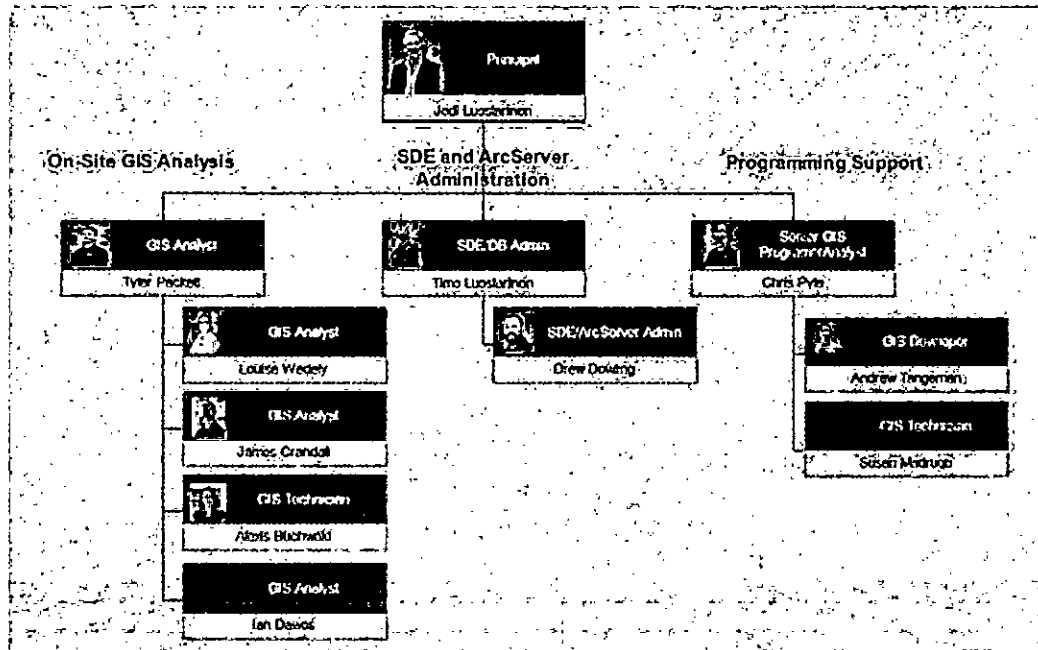
Customer	Years as client	Duties
		<ol style="list-style-type: none"> <li>Enterprise GIS viewer (.NET)</li> <li>Automatic ftp/download/load of SanGIS parcel data (Python)</li> <li>Script to compare/reconcile five different address databases (Python)</li> <li>Replication scripts (Python)</li> <li>Implementation of City GIS Mapping app on public facing web site (.NET)</li> <li>Various other GIS utilities/batch jobs/data manipulation scripts</li> </ol>
City of Encinitas	12	<p>Developed the following applications or scripts:</p> <ol style="list-style-type: none"> <li>Public facing asset problem reporting/tracking application (.NET)</li> <li>Public facing application for zoning information (.NET)</li> <li>Intranet GIS Enterprise Viewer (.NET)</li> <li>ArcGIS custom editor tools (.NET)</li> <li>Monthly load of third party parcel data (SQL Server Loader)</li> <li>Mobile Water Quality Sampling application (.NET)</li> <li>Enterprise shared intranet/extranet Enterprise GIS viewer – MyEncinitas (.NET)</li> <li>Script to reproduce utility field books from SDE (ArcPy)</li> <li>Application to capture asset locations from streetview imagery (.NET)</li> </ol>
City of Cupertino	8	<p>Developed the following applications or scripts:</p> <ol style="list-style-type: none"> <li>Customized and implemented Esri's LGIM COP Application (.NET)</li> <li>Developed scripts to replicate operational GIS data between on-premise SDE and AWS servers</li> <li>GIS Application integrated with Wayz (.NET)</li> <li>Schedule SDE maintenance scripts (ArcObjects)</li> </ol>
City of San Diego	6	<p>Developed the following applications or scripts:</p> <ol style="list-style-type: none"> <li>GIS/SAP workorder integration GIS application for transportation and stormwater (.NET)</li> <li>Public safety application to server as 911 dispatch system when CAD is down. (.NET)</li> <li>Utility Asset Viewer for water and sewer infrastructure based on LGIM (JavaScript)</li> <li>Scripts to prepare data for integration with Accela asset management system (Python)</li> <li>Salesforce GIS viewer (Javascript)</li> <li>Esri Data Interoperability scripts for utility data ETL</li> <li>Scripts to update CAD 911 data from SanGIS road layer</li> <li>Scripts to update SDE data weekly from multiple sources (Python)</li> <li>Edit toolbars for maintenance of 100+ utility layers</li> <li>Application to update planning information based on multiple scenarios on parcel layer (.NET)</li> </ol>
City of Beverly Hills	4	<p>Developed the following applications or scripts:</p>



Customer	Years as client	Duties
		<ol style="list-style-type: none"> <li>1. Scripts to automatically produce and print predefined maps when USGS records an earth quake in the vicinity of the city. (Python)</li> <li>2. Cleanse permit data files (Python)</li> </ol>
SanGIS (JPA)	10	<p>Developed the following applications or scripts:</p> <ol style="list-style-type: none"> <li>1. Landbase maintenance toolbar for use by GIS editors (.NET)</li> <li>2. Script to maintain historical parcel layer (Python)</li> <li>3. Script to compare SanGIS road layer to RPS road layer monthly and produce shapefiles of exceptions. (Python)</li> <li>4. Scripts to automate the maintenance of SDE databases (ArcObjects)</li> <li>5. Scripts (300+) to automate the generation and publication of GIS data to City, County, and Sandag. (Python)</li> <li>6. Regional Parcel Viewer for the public hosted at Sandag. (.NET)</li> <li>7. Toolbar for maintenance of address points. (.NET)</li> <li>8. Data entry forms for subdivision and other data. (.NET)</li> <li>9. Class extensions for automatic population of attributes (.NET)</li> <li>10. Toolbar for automatic population of attributes on County of SD layers used in asset management. (.NET)</li> <li>11. Many other applications and scripts for use with geographic data.</li> </ol>
City of Irvine	3	<p>Developed the following applications or scripts:</p> <ol style="list-style-type: none"> <li>1. Parcel Viewer for use by public (Javascript)</li> <li>2. Sync process for GIS mobile units and asset management. (Python)</li> </ol>

## 2.3 Proposed Organizational Charts and Staffing

### 2.3.1 and 2.3.2 Combined Organization Chart and Staffing Chart



### 2.3.3 Job Descriptions

The job descriptions listed below are used by Quartic Solutions to define the job duties and required experience and/or training needed by staff to qualify for each category. All categories are staffed by full time paid Quartic employees.

#### GEOGRAPHIC INFORMATION SYSTEMS TECHNICIAN

**DEFINITION:** Performs a variety of routine to moderately difficult technical duties in maintaining and supporting County and departmental geographic information systems (GIS) and GIS databases; uses standard GIS tools and generates standard GIS products.

**CLASSIFICATION STANDARDS:** Positions allocable to this technical class perform duties primarily focused on GIS data creation and maintenance to support departmental and County-wide geographic information systems capabilities. Incumbents utilize standard GIS tools and utilities to enter and correct data in GIS databases, researching a variety of source documents to verify data accuracy and completeness. Incumbents use GIS software to geo-reference maps and generate standard GIS products including maps. Work assigned involves proficiency in the use of standard GIS software, tools and utilities to carry out assignments ranging from routine to moderately difficult and is performed following specific and detailed instructions as to methods, procedures and guidelines. Deviations are referred to the supervisor for further guidance. Work is reviewed in considerable detail for completeness and accuracy and to ensure the accurate application of standard methods, techniques and procedures. Positions in this class differ from those in the professional level class of GIS Analyst in that incumbents in

the GIS Analyst class perform a wide range of moderately difficult assignments in maintaining the accuracy and quality of GIS database information and providing products and services to support a variety of County or departmental functions, processes and analytical requirements. Work performed by GIS Analysts requires a professional knowledge of the theory and principles of GIS software and database manipulation and product/output development. Work is reviewed for accuracy and adherence with established methods, procedures and standards.

#### **TRAINING AND EXPERIENCE:**

Option 1 An Associate's degree in geographic information systems, GIScience, geography or a closely related field requiring at least 18 units of equivalent coursework in geographic information systems - AND - six months of technical experience in the uses and operations of geographic information systems, including the entry, editing and retrieval of geospatial data in GIS databases. Successful completion of a recognized GIS certificate program requiring at least 18 units of coursework may be substituted for the required Associate's degree.

#### **Option 2 GEOGRAPHIC INFORMATION SYSTEMS TECHNICIAN**

A Bachelor's degree from an accredited college or university with a major in geographic information systems, GIScience, geography or a closely related field requiring equivalent coursework in geographic information systems.

### **GEOGRAPHIC INFORMATION SYSTEMS ANALYST**

**DEFINITION:** Performs a variety of professional duties in support of County and departmental geographic information systems (GIS) databases and GIS capabilities; generates custom and standard maps, spatial analyses and other GIS products to meet customer requirements; utilizes GIS tools and utilities to convert data to GIS formats and performs data quality checking and correction.

**CLASSIFICATION STANDARDS:** Positions allocable to this first level professional class are responsible for carrying out a wide range of difficult and responsible assignments in maintaining the accuracy and quality of GIS database information, developing cartographic products, and data analysis and visualization to support a wide variety of enterprise or departmental functions, processes and analytical requirements. Work of this class requires a professional knowledge of the theory and principles of GIS software and database manipulation and product/output development. Assignments are made in terms of applying established GIS technology principles, methods, procedures and tools to the completion of well defined, moderately difficult GIS functions and projects. Work

is reviewed for accuracy and adherence with established methods, procedures and standards.

#### MINIMUM REQUIREMENTS:

A Bachelor's degree from an accredited college or university with a major in geographic information systems, GIScience, geography or a closely related field that required equivalent coursework in geographic information systems - AND - either satisfactory completion of a GIS internship or at least six months of experience in the uses and operations of geographic information systems.

Option 2 An Associate's degree in geographic information systems, GIScience, geography or a field requiring at least 18 units of equivalent coursework in geographic information systems - AND - three (3) years of experience performing technical duties in support of geographic information systems using standard GIS tools to populate and manipulate GIS databases and generate GIS products. Successful completion of a County recognized GIS certificate program requiring at least 18 units of coursework may be substituted for the required education.

Option 3 Two (2) years of experience using standard GIS tools and utilities to enter and correct data in GIS databases and provide other technical support for GIS systems and generate GIS products at the level of GIS Technician.

Option 4 A Master's degree or higher from an accredited college or university in geographic information systems, GIScience, geography or a closely related field that required equivalent coursework in geographic information systems.

#### SENIOR GEOGRAPHIC INFORMATION SYSTEMS ANALYST

**DEFINITION:** Performs complex professional duties in support of County and departmental GIS databases and geographic information systems capabilities; imports, integrates, extracts and analyzes data for a variety of decision support purposes; develops trend analysis and forecasting models; designs, develops and maintains data layers and data sets.

**CLASSIFICATION STANDARDS:** Positions allocable to this senior level professional class are assigned in a departmental GIS section and independently perform duties of considerable difficulty focused on data analysis and visualization, database maintenance, cartography, or application development. Incumbents design, develop and maintain specialized data sets and layers within enterprise GIS database layers or in separate databases to support required analytical functions. Incumbents also develop

user/data requirements to meet departmental user/program needs and may serve as departmental business analyst/project leads for application development projects. While work typically involves the use of conventional methods and techniques, assignments often require adapting methods to the issues involved and interpreting findings in terms of their significance. Finished products are reviewed for adequacy of results and soundness of the procedures and methods used. Positions in this class differ from those in the higher level class of Principal GIS Analyst in that Principal GIS Analysts perform duties primarily focused on large scale GIS applications development projects. Assignments typically involve varied and complex features and novel or ambiguous issues or questions. Completed work is reviewed primarily for general acceptability, feasibility and relevance.

#### TRAINING AND EXPERIENCE:

Option 1 Two years of experience, at the level of Geographic Information Systems Analyst, maintaining the accuracy and quality of GIS database information and providing products and services, such as custom and standard maps, shape files, graphics, tables and spatial analyses, to support County or departmental functions, processes and analytical requirements.

Option 2 A Bachelor's degree from an accredited college or university with a major in geographic information systems, GIScience, geography or a closely related field that required equivalent coursework in geographic information systems - AND - at least three years of experience in the uses and operations of geographic information systems.

Option 3 A Master's degree from an accredited college or university in geographic information systems, GIScience, geography or a closely related field that required equivalent coursework in geographic information systems - AND - one year of experience in the uses and operations of geographic information systems. Successful completion of a GIS internship may be substituted for a portion of the required experience. LICENSE: A valid California Class C Driver License or the ability to utilize an alternative method of transportation when needed to carry out job-related essential functions.

#### PRINCIPAL GEOGRAPHIC INFORMATION SYSTEMS ANALYST

DEFINITION: Performs highly complex professional duties in support of enterprise and departmental GIS databases and geographic information systems capabilities; participates and may serve as project lead in design, testing, implementation and maintenance of large-scale GIS applications, tools and associated databases;

participates in the evaluation of GIS technologies and solutions and the development of GIS policies, standards and procedures.

**CLASSIFICATION STANDARDS:** Positions allocable to this principal level professional class independently perform complex duties focused on large-scale GIS application and database projects and highly complex analytical assignments to meet departmental/County-wide business, information and decision-support requirements. Incumbents participate in the evaluation of GIS technologies, tools and solutions and the development of policies, standards and procedures. Incumbents may perform systems and database administration for GIS services. Projects involve the use of a wide range of development tools and software and extensive analysis and adaptation to meet customer requirements. Assignments typically involve varied and complex features and novel or ambiguous issues or questions which require extensive modification and adaptation of standard procedures, methods and techniques to address issues or problems. Incumbents may guide/oversee/mentor or supervise the work of a very small team of other professionals. Completed work is reviewed primarily for general acceptability, feasibility and relevance in meeting enterprise or departmental needs. Positions in this class differ from those in the higher level class of GIS Specialist in that GIS Specialists are primarily focused on providing technical team leadership in the development of large-scale GIS applications and databases. Work of incumbents in this class requires the use of significant judgment and ingenuity in developing plans and originating approaches to meet project objectives and is reviewed for overall feasibility and cost effectiveness in achieving expected results. Positions in this class differ from those in the lower level class of Senior GIS Analyst in that incumbents in the class of Senior GIS Analyst perform duties of considerable difficulty focused primarily on data analysis, database maintenance or web application development. Finished products are reviewed for adequacy of results and soundness of the procedures and methods used.

**TRAINING AND EXPERIENCE:**

Option 1 Two years of experience at the level of Senior Geographic Information Analyst performing GIS data analysis, database maintenance and/or GIS application development projects and assignments

Option 2 A Bachelor's degree from an accredited college or university with a major in geographic information systems, GIScience, geography or a closely related field that required equivalent coursework in geographic information systems - AND - at least five years of experience in the uses and operations of geographic information systems, including at least two years of experience performing GIS data analysis, database management and/or GIS web application development projects and assignments. An

advanced degree in geographic information systems, GIScience, geography or a closely related field that required equivalent coursework in geographic information systems may be substituted for two years of the required experience.

### 2.3.4 Staff Resumes

Quartic Solutions will directly staff all requirements of this engagement. The table and narrative below identify in summary and detailed information on the roles and capabilities each employee will perform on this engagement.

**Personnel Qualification Summary**

					Esri Certifications								
					Enterprise				Developer		Desktop		
					Enterprise Geodatabase Management Professional	Enterprise Geodatabase Management Associate	Enterprise System Design Associate	Enterprise Administration Associate	ArcGIS Desktop Developer Associate	Web Application Development Associate	ArcGIS Desktop Professional	ArcGIS Desktop Associate	ArcGIS Desktop Entry
Staff Role	Number	Years' Experience		GISP									
Company Level	11	>150		Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
CEO Jodi Luostarinen	1	>20		Yes									
President Timo Luostarinen	1	>25				Yes							
Developer Andrew Tangeman	1	>5											
Sr. GIS Analyst Drew Dowling	1	>12		Yes	Yes		Yes	Yes	Yes	Yes	Yes		
GIS Analyst Louise Wedley	1	>15		Yes								Yes	

**Jodi Luostarinen, GISP**

*MS Civil Engineering – University of Washington; BA Geography – University of Washington*

Ms. Luostarinen founded Quartic Solutions LLC in 2004 and has over twenty years of progressive experience in the Analysis, Design, and Development of applications and databases. Her primary responsibilities include analysis of client needs regarding information systems, and information retrieval. One of her strengths is the integration of GIS with other systems.

Jodi will oversee the project at a high level to insure a successful outcome to the project. She will be involved in any customer satisfaction, contractual or staffing issues.

**Timo Luostarinen**

*BA Geography – SDSU; GIS Certificate - SDSU*

Timo is a principal of Quartic Solutions and has over 25 years of experience in GIS and over 10 years of experience in enterprise database systems. He has provided all ArcGIS ArcSDE administration for SanGIS for over 10 years. In addition he migrated the LUEG High Performance GIS from the old Ruffin Road complex to the current location at the COC. As part of the migration, he upgraded the SDE version, the database version, and restructured security.

He specializes in designing and setting up GIS datasets in a manner that minimizes opportunity for data error and will allow the flexibility needed for future data model changes. He is familiar with many types of landbase data. He publishes the parcel and assessor data weekly for the County of San Diego; has designed numerous local government data sets; and integrated landbase data with various project data.

On this project he will provide ArcSDE and Database administration. In addition he will serve as technical architect on solutions.

**Drew Dowling, GISP**

*MS GIS- University of Cork; BS Earth Science – University of Leeds*

Mr. Dowling has acquired a wide range of skills while working as a consultant and in the public sector including enterprise system support, web application development, ArcServer setup and configuration, and ArcGIS desktop application development. Mr. Dowling spent five years working at the County of San Diego as a GIS Analyst, which uniquely qualifies him to provide support to the county. Currently he is a Senior GIS Analyst for Quartic Solutions, and has over thirteen years' experience in the field of Geographic Information Systems (GIS) using the Esri suite of GIS products. Recently Drew developed and delivered a custom edit toolbar for ArcGIS for Desktop requested by LUEG.

Mr. Dowling possesses every Esri technical certification available. These include:

- ArcGIS Desktop Professional
- ArcGIS Desktop Developer Associate
- Web Application Developer Associate
- Enterprise Geodata Management Professional



- Enterprise System Design Associate
- Enterprise Administration Associate

On this project Drew will be available as an on-site SDE or ArcServer administrator and/or Senior GIS Developer resource.

**Mike Grue, GIS Analyst**

*BS Biology – Northern Illinois University; Associate of Science – College of DuPage; GIS Certificate – Mesa College (anticipated 2016); enrolled in University of Oregon Computer Science program*

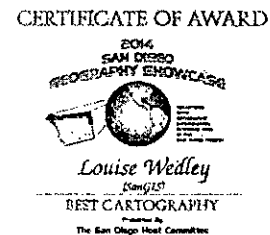
Mr. Grue has only recently entered the GIS field, but he has distinguished himself at each of his assignments. His experience includes six months of Data Librarian duties at SanGIS; six months as a GIS intern at the County of San Diego PDS department; and several months as a GIS Analyst supporting the GIS Consolidation Project at the City of San Diego. He is very detail oriented, productive, and responsible. His expertise is with ArcGIS for Desktop.

On this project Mike will be available as an on-site GIS Analyst resource.

**Louise Wedley, GISP**

*MS Biology of Water Resource Management; BS, Environmental Science; GIS Diploma Esri Technical Certification – ArcGIS for Desktop Associate 10.3*

**Ms. Wedley has an innate ability to be detail oriented. She is thorough, persistent, and extremely productive.** As a GIS Analyst with over 15 years of experience in GIS, her qualifications include a Postgraduate Diploma in GIS (with Distinction), a Master of Science in Biology of Water Resource Management and a First Class Honors Bachelor of Science in Environmental Science. She has excellent communication skills and produces results that are of excellent quality.



Louise has experience in both local government and environmental applications. She has two years of on-site experience supporting SanGIS, with several months of on-site experience assisting LUEG with metadata development.

On this project Louise will be available as an on-site GIS Analyst resource.

**Andrew Tangeman, GIS Developer**

*MS, Geographic Information Science; BA, Urban Studies; Certificate, Geographic Information Systems*

Andrew's strength is his love of puzzles and ability to problem solve. He has 5 years of experience working with GIS data and GIS applications. His first language is python, and he has

also worked with both Java and Javascript. He has good customer service skills and is a detail-oriented and skilled programmer.

On this project Andrew will be available as an on-site GIS Developer resource.

**Tyler Packett**

*MS Homeland Security – SDSU; BA Geography – University of Hawaii*

*Esri Technical Certification – ArcGIS for Desktop Professional 10.3*

*Recognitions: Emergency Medical Services Leadership; Emergency Medical Services Certificate of Appreciation; GeoSpatial Intelligence Agency Graduate Scholarship Award.*

Tyler's strength is his strong problem solving aptitude combined with his broad, yet deep, technical knowledge. He has 8 years of experience working with GIS data and GIS applications. He has developed geospatial applications with both Java and Javascript. He is able to take legacy systems and 'translate' them into current Esri technology to incorporate advancements while retaining the original business requirements.

On this project Tyler will be available as an on-site GIS Analyst or Developer resource.

**Alexis Buchwald, GISP**

*MS GIS – University of Redlands; BA Geography – UCSB*

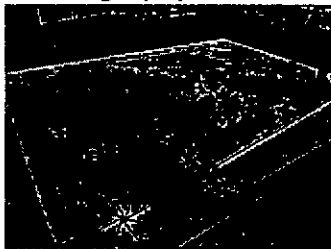
*Recognition: Co-author of published article in Manuscript of the 23<sup>rd</sup> Annual edition of American Society for Photogrammetry and Remote Sensing Conference; Best Instructional presentation at the 2011 Esri UC Map Gallery; Member of Society for Conservation GIS*

Alexis' strength is her strong drive to do what she said she would and deliver the work product as expected and on time. She has 6 years of experience working with GIS data and GIS applications. She has a strong background in manipulation of raster data with Esri products. In addition she is able to develop ArcPy scripts that are robust and efficient. One of these scripts was developed for comparison of the SanGIS road network with the regional Public Safety DB roads on a monthly basis.

On this project Alexis will be available as a remote GIS Analyst or Developer resource.

**Ian Dawes**

*BA Geography – SDSU*



Ian's strength is his strong visual communication ability. He has produced numerous exhibits that depict map, process, or data in graphic format. He has produced a large format 'floor map' of San Diego County for the San Diego History Center and many other similar projects. During his three years in the field of GIS he has interned at Sandag, and worked on data development at two GIS Consulting firms. He is currently a GIS Analyst with Quartic Solutions

assigned to on-site GIS Analyst support at LUEG. As such he is already familiar with LUEG GIS databases and processes.

His qualifications include: SQL database extraction; MS Access reporting; geocoding; map design; Google Map development; Google Fusion; ArcGIS for Desktop up to version 10.3.1.

On this project Ian will be available as an on-site GIS Analyst resource.

## 2.4 Government Contracts

The following table lists all the government contracts Quartic Solutions has had in the last three (3) years:

Agency	Type of Contract	Length of Contract	Performance Outcomes	Compliance Issues	Comment
City of Morgan Hill	Professional Services (GIS)	August 2015 – August 2016	Work is on-going	None	
City of Beverly Hills	Professional Services (GIS)	January 2013 – July 2016	Work is on-going	None	Multiple annual contracts
SanGIS	Professional Services (GIS)	2007 – Present	Work is on-going	None	Multi-year contracts with extensions
City of San Diego	Professional Services (GIS)	June 2012 – December 2016	Work is on-going	None	Master Staffing Agreement – Subcontractor to CGI
SDG&E	Professional Services (GIS)	November 2015 – April 2016	Work is on-going	None	
City of Encinitas	Professional Services (GIS)	August 2015 – August 2017	Work is on-going	None	Multi-year contract
City of Cupertino	Professional Services (GIS)	February 2013 - Present	Work is on-going	None	Multiple PO's
City of Irvine	Professional Services (GIS)	April 2013 – Present	Work is on-going	None	Subcontractor to ATOS

## 2.5 Litigation

Quartic Solutions LLC is not currently involved in any active litigation. Quartic Solutions LLC has never been involved in any type of litigation.

## 2.6 References

### Reference 1

Organization Name: SanGIS

Organization Contact Info:

Address: 5510 Overland Ave., Suite 230  
San Diego, CA 92123  
Telephone: (858) 874-7020  
Fax: (858) 874-7002  
Contact Person: Brad Lind, Program Manager  
E-mail Address: blind@sangis.org

Organization's Relationship to Offeror

Engagement started in 2007 and continues today. Quartic Solutions was selected via a competitive process to provide GIS Analyst, GIS Developer, and Database Administration support to SanGIS. Since 2007 several contract extensions have been granted to extend the contract. Brad Lind is the second SanGIS administrator to oversee the work done and administer the contract.

Summary of Work Provided

Quartic Solutions has been the sole provider of GIS programming services, database administration, and GIS Analyst services to the organization. During the contract period Quartic has accumulated a long list of successful projects, which include:

- SDE Administration
  - Several upgrades of ArcSDE starting with 9.2 and ending with the current Esri ArcSDE version of 10.3.1
  - Several migrations of ArcSDE from various servers due to server age.
  - Migration of ArcSDE from a UNIX platform to Windows server
  - Troubleshooting
  - Tuning
  - Security
- Programming of Geospatial scripts and applications, including:
  - Complete re-write of data publication scripts which increased reliability, simplified troubleshooting, and shortened the processing time.
  - SIRE (Remote editing application used the County of San Diego Sheriff's Department and the City of San Diego Fire Department)
  - Address placement application toolbar
  - Public facing Parcel Map application hosted at Sandag
  - Data inventory/status application (DIVA) for management of data publication
  - User Account management application (SUMA) for management of City and County GIS access accounts
  - MPR processing scripts
  - Geofile production application from AML to SQL
  - Historical Parcel application
  - Automated Data Replication (ADR) to replace an antiquated process of file exchange that did not support ArcGIS data intelligence

- Programatic cleanup of large datasets (road intersections, duplicate landbase boundaries, parcel centroids, TRA data updates, etc.)
- On-Site GIS Support
  - SanGIS has always called upon the Quartic resource team as needed for on-site and remote support. For example, in the past year we have had five different resources assigned to SanGIS tasks based upon 'best fit' between resource skill sets and the needs of the organization.
  - Two years ago SanGIS asked Quartic to provide a resource to fill the 'Data Librarian' position. We have provided a resource continuously since then for this position.
  - Beginning this year, Quartic has provided an on-site GIS Analyst to the County of San Diego via SanGIS.
- General GIS Support
  - Retirement of Oracle Forms data entry screens
  - Several upgrades of ArcGIS for Desktop
  - Answer questions from GIS staff
  - Troubleshoot general GIS issues

All services were provided within the original contract fees and terms. No problems were and encountered. Contract objectives were met in a satisfactory manner.

## Reference 2

Organization Name: City of San Diego

Organization Contact Info:

Address: 1010 2ND AVE SUITE 500  
SAN DIEGO CA 92101

Telephone: (619) 533-6417

Fax: (858) 533-6400

Contact Person: Scott Daeschner, Enterprise GIS Manager

E-mail Address: [SDaeschner@sandiego.gov](mailto:SDaeschner@sandiego.gov)

## Organization's Relationship to Offeror

Engagement started in 2011 and continues today. Quartic Solutions was selected by CGI to provide enterprise and departmental GIS support services to the City of San Diego as part of an IT outsourcing contract. Since then Quartic has provided services enterprise wide to many city departments including: Engineering and Capital Projects, Streets and Stormwater, Department of IT, Fire Department, Police Department, Public Utilities, Environmental Services, Planning, Park and Recreation, and others.

## Summary of Work Provided

Quartic Solutions has been the sole provider of GIS programming services, SDE database administration, and GIS Analyst services to the organization. During the contract period Quartic has accumulated a long list of successful projects, which include:

- SDE Administration
  - Several upgrades of ArcSDE starting with 9.2 and ending with the current Esri ArcSDE version of 10.3.1
  - Several migrations of ArcSDE from various servers due to server age.
  - Several migrations of ArcSDE from a local data center to a central data center located in Texas
  - Integration of SDE security with AD user accounts and roles
  - Monitoring of SDE services via a web monitor
  - Batch data loads (weekly and monthly) of SanGIS data and local GIS data
  - Troubleshooting
  - Tuning
  - Security
  - Data modelling
- Programming of Geospatial scripts and applications, including:
  - Rewrite of the GeoSAP application from ArcIMS services to ArcGIS for Server and .NET fat client architecture
  - Reverse ADR process to publish City GIS data to SanGIS
  - Rewrite of ERMS process that processes road data for public safety
  - Development of 'Biomap' which is a web based scientific analysis tool for display and query of ocean monitoring data
  - Development of a geolocator to feed spatial data to SAP work order API
  - Development of an ArcGIS application to manipulate parcel attributes based upon planning data
  - Web based viewer for Public Utility Department (PUD) data layers
  - Web based viewer for Salesforce city interface
  - Upgrade of many applications from VBA to .NET
  - Upgrade of many applications from old ArcGIS for Desktop architecture to Add-in architecture
- On-Site GIS Support
  - Quartic provides on-site Enterprise GIS support 8 – 5 Monday to Friday to handle about 600 service tickets per year that are related to GIS
  - Quartic provides on-site GIS support to the Public Utilities Department for CompassGIS related issues
  - Quartic provides half time on-site support to the SDFD GIS section

All services were provided within the original contract fees and terms. No problems were and encountered. Contract objectives were met in a satisfactory manner.

### Reference 3

Organization Name: City of Encinitas

Organization Contact Info:

Address: 505 S. Vulcan Ave.  
Encinitas, CA 92054

Telephone: (760) 633-2665 (please note: client does not check voice mail messages)  
Fax: None  
Contact Person: Wendy Flynn, GIS Manager  
E-mail Address: [wflynn@encinitasca.gov](mailto:wflynn@encinitasca.gov)

#### Organization's Relationship to Offeror

Engagement started in 2004 and continues today. Quartic Solutions was selected by the City of Encinitas to provide enterprise and departmental GIS support services. Since then Quartic has provided services enterprise wide to many city departments including: Engineering, Public Works, Department of IT, Fire Department, Public Utilities, Environmental Services, Planning, Park and Recreation, and others.

#### Summary of Work Provided

Quartic Solutions has been the sole outside provider of GIS programming services, SDE database administration, and GIS Analyst services to the organization. During the contract period Quartic has accumulated a long list of successful projects, which include:

- SDE Administration
  - Several upgrades of ArcSDE starting with 9.2 and ending with the current Esri ArcSDE version of 10.3.1
  - Several migrations of ArcSDE from various servers due to server age.
  - Integration of SDE security with AD user accounts and roles
  - Switch SDE architecture from three tier architecture to two tier architecture
  - Troubleshooting
  - Tuning
- ArcGIS for Server Administration
  - Install
  - Configuration
  - Upgrades
  - Security
  - AGOL integration
- Programming of Geospatial scripts and applications, including:
  - Several public facing web applications to impart spatial information to the public
  - Several internal desktop applications for use by City staff
  - Several internal web applications for use by City staff
  - Scripts to restructure GIS data due to data model changes
  - MS SQLServer Integration scripts for ETL of data
- On-Site GIS Support
  - The majority of support provided to the City of Encinitas is 'on-site'
  - We work very closely with City staff to support their implementation of Energov software and find that being on site greatly facilitates this task. Our role is to develop all necessary SSRS and Crystal Report reports for the project.



- We also provide Cityworks asset management administration on-site

All services were provided within the original contract fees and terms. No problems were and encountered. Contract objectives were met in a satisfactory manner.

## **2.7 Investigations**

Neither the Offeror nor any of its officers are presently the target or subject of any investigation, accusation, or charges by any federal, State, or local law enforcement, licensing or certification body as certified in Paragraph 3.5 of the Representations and Certifications form.

## **3.0 Fiscal**

### **3.1 Financial Information**

#### **3.1.1 Audited Financial Statements**

Quartic Solutions has not had an audit conducted within the past three (3) years.

#### **3.1.2 Unaudited Financial Statements**

The financial statements (Balance Sheet, Income Statement, and Statement of Cash Flows) for Fiscal Years 2013, 2014, and 2015 can be found in Appendix A

### **3.2 Accounting System**

Quartic Solutions uses Intuit's Quickbooks accounting software. The County will be set up as a Customer in the software and each contract will be set up as a 'Job' associated with the Customer account. All labor, billing, revenue, and expense will be tracked under the appropriate job.

### **3.3 Fiscal Management**

Quartic Solutions is a debt free company that has sufficient cash reserves to fund on-going operations for over 3 months. All billing for services rendered will be done after delivery and acceptance of the services.

## Appendix

### Required Forms

COUNTY OF SAN DIEGO – REQUEST FOR PROPOSALS (RFP #7144)  
DEPARTMENT OF PLANNING AND DEVELOPMENT SERVICES  
AS-NEEDED GEOGRAPHIC INFORMATION SYSTEM (GIS) ANALYSIS  
AND SPATIAL TECHNOLOGY SUPPORT SERVICES

County of San Diego  
Department of Purchasing and Contracting  
**REPRESENTATIONS AND CERTIFICATIONS**

The following representations and certifications are to be completed, signed and returned with the offer.

**1. BUSINESS TYPE**

☒ For-profit ☐ Non-profit ☐ Government  
Attach proof of status for Non-profit.

**2. INTERLOCKING DIRECTORATE**

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) on an attached separate sheet listing them all and the contract must be approved by the Board of Supervisors.

**3. BUSINESS REPRESENTATION**

Offeror represents as a part of this offer that the ownership, operation, and control of the business are:

3.1. Are you a small business with:  
100 or fewer employees and average annual gross receipts of \$14 million or less or; a manufacturer with 100 or fewer employees? ☒ Yes ☐ No

3.2. Are you a local business with a physical address within the County of San Diego? ☒ Yes ☐ No

3.3. Are you certified by the State of California as a:

☐ Disabled Veteran Business Enterprise (DVBE)

Certification #:

☐ Small Business Enterprise (SBE)

Certification #:

See the State of California, Department of General Services website for details on "Certified Small Business" and "Certified DVBE" requirements.

<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>

3.4. Estimated percentage of work in this offer to be performed or fulfilled locally (within the geographic boundaries of the County of San Diego): 100 %

**4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS**

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and

4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and

4.4. Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

4.5. Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is disclosed and included in the offer.

4.6. Offeror will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

4.7. Offeror and its proposed subcontractors, agents and consultants have not previously contracted with the County to perform work on or related to this project (e.g. preparing components of the statement of work or plans and specifications for this project). If Offeror or any of its subcontractors, agents or consultants, have previously contracted with the County to perform work on this project, Offeror shall identify those previous agreement(s) and submit that list along with the proposal.

**5. CERTIFICATE OF CURRENT COST OR PRICING**

This is to certify that, to the best of the Offeror's knowledge and belief cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

**6. CERTIFICATE OF INDEPENDENT PRICING**

By submission of this offer, each Offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in relation to this procurement:

6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and

6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and

6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

**CERTIFICATION**

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Tim L. Lusterinen

Signature: [Signature]

Title: President

Date: 1/27/16

Company/Organization: Quartile Solutions LLC

**SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER**

**Contract Acceptance/Clause Exception Statement**

Quartic Solutions LLC accepts the proposed service contract and insurance requirements, including insurance terms.

COUNTY OF SAN DIEGO -- REQUEST FOR PROPOSALS (RFP #7144)  
DEPARTMENT OF PLANNING AND DEVELOPMENT SERVICES  
AS-NEEDED GEOGRAPHIC INFORMATION SYSTEM (GIS) ANALYSIS  
AND SPATIAL TECHNOLOGY SUPPORT SERVICES

**EXHIBIT C -- PRICING/PAYMENT SCHEDULE**

Company Name: Quartie Solutions LLC

Contract Term	GIS Technician Hourly Rate	GIS Analyst Hourly Rate	Sr. GIS Analyst Hourly Rate	ArcGIS Server & Database Administrator Hourly Rate
April 1, 2016 Thru March 31, 2017	\$ 60.00	\$ 75.00	\$ 95.00	\$ 105.00
April 1, 2017 Thru March 31, 2018	\$ 63.00	\$ 79.00	\$ 100.00	\$ 110.00
April 1, 2018 Thru March 31, 2019	\$ 66.00	\$ 83.00	\$ 105.00	\$ 115.00
April 1, 2019 Thru March 31, 2020	\$ 70.00	\$ 90.00	\$ 110.00	\$ 120.00
April 1, 2020 Thru March 31, 2021	\$ 70.00	\$ 90.00	\$ 110.00	\$ 120.00

\*NOTE: Hourly rate should include overhead expenses.